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MAY-JUNE 1987

URBAN/MUNICIPAL

MINUTES OF THE MEETINGS
OF THE COUNCIL OF
HAMILTON

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1987

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 5, 1987
7:15 O'CLOCK, P.M.

Special meeting of City Council called at the direction of His Worship
Mayor Robert M. Morrow.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps, Christopherson,
Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Ross.

The Clerk read the notice calling the meeting.

It was moved by Alderman Hinkley, seconded by Alderman Christopherson, and
carried, that Council move into Committee of the Whole to consider the
following Report, with Alderman Wheeler in the chair.

(F) PERSONNEL COMMITTEE - EIGHTH REPORT.

It was moved by Alderman Hinkley and seconded by Alderman Christopherson.

RESOLVED: that the report of the Committee of the Whole on the above
report, be adopted. - CARRIED.

It was moved by Alderman Hinkley and seconded by Alderman Christopherson.

RESOLVED: that the following Bill be now read a first time.

F-1 - CARRIED.

It was moved by Alderman Hinkley, seconded by Alderman Christopherson, and carried, that Council move into Committee of the Whole (second reading) to consider the following Bill, with Alderman Wheeler in the chair.

F-1 - CARRIED.

Consideration of the Bill (second reading).

It was moved by Alderman Hinkley and seconded by Alderman Christopherson.

RESOLVED: that the report of the Committee of the Whole (second reading) on the Bill be adopted. - CARRIED.

It was moved by Alderman Hinkley and seconded by Alderman Christopherson.

RESOLVED: that the following Bill be now read a third time.

F-1 - CARRIED.

City Council adjourned at

REPORT OF THE PERSONNEL COMMITTEE

To the Council of The Corporation of the City of Hamilton.

Members of Council:

The Personnel Committee presents its EIGHTH Report for 1987 and respectfully recommends:

1. Approval of the Memorandum of Agreement between the Negotiating Committees of The City of Hamilton and The Canadian Union of Public Employees, Local 167, attached hereto as Exhibit "A".
2. Approval of the Memorandum of Agreement between the Negotiating Committees of the City of Hamilton and The Canadian Union of Public Employees, Local 1041, attached hereto as Exhibit "B".
3. Approval of Appointments and Terminations in permanent and temporary service with The Corporation of the City of Hamilton to 1987 April 28, as set out on the list attached hereto as Exhibit "C".
4. That leave be granted to introduce the following Bill:
 - (a) Bill F-1 - By-law to Confirm Proceedings of the Council of The Corporation of the City of Hamilton.

Respectfully submitted,

ALDERMAN M. KISS, CHAIRPERSON,
PERSONNEL COMMITTEE.

E. A. Simpson, Secretary,
1987 May 5.

05/05/87

THIS MEMORANDUM OF AGREEMENT MADE THIS 23rd DAY OF APRIL, 1987

BETWEEN THE NEGOTIATING COMMITTEES OF:

THE CITY OF HAMILTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 167

- I The parties herein agree to the terms of this Memorandum of Agreement as constituting full settlement of all matters at issue between the parties.
- II The undersigned representatives of the parties agree to recommend, unanimously, acceptance of all the terms of this Memorandum to their respective principals.
- III The parties herein agree that the term of the Collective Agreement shall be February 1, 1987 to January 31, 1989.
- IV The parties agree that all provisions of the Collective Agreement covering the period February 1, 1985 to January 31, 1987 shall continue in effect as amended by the following provisions.
- V The Collective Agreement shall be amended in accordance with the following and such amendments shall become effective upon ratification by both parties whose appropriate officers have appended their signatures hereto, save and except where this Memorandum of Agreement specifically provides otherwise.

The following are the amendments referred to in item V above:

1. ARTICLE 1 - SCOPE

- a. Add one Systems Analyst to the list of exclusions.
- b. Amend the scope to include scheduled parttime employees; attach an appendix to this agreement to detail the specifics of the agreement.
- d. Delete clause 1.7; attach an Appendix that indicates the present incumbents of the Trade License Officer positions are excluded from this agreement but that the position itself is included in the Scope of this Agreement.

2. ARTICLE 2 - EMPLOYER RESPONSIBILITY

- a. Replace the article with the language of the Regional agreement.

3. ARTICLE 5 - OVERTIME COMPENSATION

- a. Replace entire article with the following language:

- 5.1 For all authorized overtime designated by the Employer, the employee shall be paid:

- (i) time and one half (1 1/2) for the first four hours of work beyond the normal work day;

- (ii) double time (2) for all hours in excess of (i) above;

- (iii) the foregoing qualifying periods shall be exclusive of any unpaid meal periods.

- 5.2 All authorized overtime worked in excess of the normal work week performed on Saturday by those employees who normally work on a Monday to Friday schedule shall be paid time and one half (1 1/2) for all such hours worked.

- 5.3 All authorized overtime worked in excess of the normal work week performed on Sunday by those employees who normally work on a Monday to Friday schedule shall be paid double time (2) for all such hours worked.

- 5.4 In the event an employee who is normally employed on a 7 day rotating shift schedule is required to work on his/her scheduled day or days off, he/she shall be paid time and one half (1 1/2) for the first 11 3/4 hours (exclusive of any unpaid meal period) and double time (2) thereafter on the first scheduled day off which he/she works and double time (2) for all work performed on the second, third, and fourth successive scheduled days off.

- 5.5 An employee shall have the right to request lieu time rather than payment as set out in the foregoing sections. This lieu time shall be granted at a time mutually agreed to by the employee and the Department Head, taking into account the operational requirements of the section in which the employee works. The exception to the foregoing shall be the right of the employee to request, or the Department Head to initiate, payment of the accumulated lieu time in the month of December annually.

- 5.6 No employee will be required to work overtime against his/her wishes when other employees qualified for such work are readily available and willing to perform the required work. The foregoing, however, shall not apply to work situations requiring the employee to complete an assigned task in no more than one hour beyond his/her normal quitting time.
- 5.7 Employees who are required to work a minimum of two (2) hours of overtime or more beyond their daily schedule shall receive a meal allowance in the amount of \$5.50. A forty five (45) minute unpaid meal break shall be granted when requested by the employee.
- 5.8 An employee who is sent home at any time or times during the week
- (a) because of lack of work or inclement weather, or
 - (b) who is absent during the week because of illness, or accident, or
 - (c) who is absent from his/her regular duties on approved leave of absence while attending to Union business either within or without the Collective Agreement,
- shall be treated for the purpose of calculating overtime in respect of his normal work week, as if he/she had worked his/her standard hours of work on such day or days and shall be paid for all hours of work performed by him/her in excess of his/her normal work week at overtime rates specified in this Article.
- 5.9 Where a Statutory or Proclaimed Holiday occurs on, or is celebrated on a working day, an employee who does not work his/her regular shift on such day shall be deemed to have worked his/her regular shift on any such day for the purpose only of computing his/her normal work week under the circumstances described in clause 5.8 of this Article.
- 5.10 Overtime shall be paid on the basis of the employee's standard hourly rate and shall not include shift premiums or any other special premium.
- 5.11 Overtime rates shall not be compounded.
- 5.12 Overtime compensation shall not apply to such hours of work in excess of the employee's normal scheduled hours of work per day necessitated by shift changes, providing that employees working on a shift schedule are off duty for a period of not less than one shift.

4. ARTICLE 6 - STANDBY AND CALLOUT PAYMENTS

- a. Retitle the article and replace 6.4, 6.5 and 6.6 with the following:

6.4 Employees designated by the Employer to be on Standby Duty who are required to perform Callout duties will be paid a minimum of one (1) hour for each call, in accordance with the following:

(a) Monday to Friday: Standard Rate of Pay

(b) Saturday, Sunday, Statutory or Proclaimed Holiday -
1 1/2 times the Standard Rate of Pay.

Double time the standard rate of pay will be paid on any single call after four (4) hours worked on a Statutory or Proclaimed Holiday.

6.5 The following shall constitute the definition of a callout for purposes of payment as outlined in clause 6.4:

(a) A callout shall be defined as a call received at the employee's home which causes him/her to leave his/her home and proceed to make repairs or adjustments to designated property under the proper authority.

(b) Having effected repairs or having made adjustments to property the employee shall check his/her source of information as to further work requirements before proceeding home.

(c) The Callout terminates as of the time the employee returns to his/her home.

6.6 Employees who have not been designated as being on Standby Duty but who are called in to work on a non-scheduled working day by an authorized official of the Employer shall be guaranteed a minimum of four (4) hours of work.

5. ARTICLE 7 - ANNUAL VACATIONS

- a. Replace the entire article with the following:

7.1 An employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his aggregate credited service as follows:

Vacation with pay as shown in Column II during the calendar year in which the employee completes the years of service in Column I:

Column I	Column II
Years of Service	Vacation with Pay
1 year	2 weeks and thereafter
3 years	3 weeks and thereafter
9 years	4 weeks and thereafter
18 years	5 weeks and thereafter
22 years	5 weeks and 1 day and thereafter
23 years	5 weeks and 2 days and thereafter
24 years	5 weeks and 3 days and thereafter
26 years	5 weeks and 4 days and thereafter
27 years	6 weeks and thereafter

- 7.2 Notwithstanding the schedule of vacation leave above noted, an employee, who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay as per Article 8.
- 7.3 Within the first calendar year of employment, an employee will, upon request, be granted one (1) week leave of absence without pay, at a time suitable to the Department Head. To qualify for this leave, the employee must have completed his/her probationary period. No part of this leave may be carried forward into the next calendar year.
- 7.4 An employee's vacation period and pay shall be based on his/her standard work week and his/her standard rate of pay but shall not include any shift premiums, overtime, or other increments.
- 7.5 Pay for a week's vacation with pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour on a weekly basis, but shall not include any shift premium, overtime, or other increments.
- 7.6 Pay for a week's vacation with pay for salaried employees shall be the employee's basic salary paid per week on a weekly basis but shall not include any shift premium, overtime, or other increments.

- 7.7 The vacation period shall commence from and include January 1st and continue to and include December 31st of the same year. All employees are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for an employee to carry over up to one year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing not later than September 1st in any year and will be subject to the approval of the Department Head concerned.
- 7.9 When a Statutory Holiday falls on a day of the scheduled vacation, an employee shall be entitled to an additional day of vacation. The additional day or days to be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other employees.
- 7.10 Employees shall, when practicable, be granted the vacation period preferred by the employee. Preference in choice of vacation dates shall be given to senior employees within a department and within a classification provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation schedules shall be arranged and posted by May 1st in any year. Those employees wishing vacation during the period January 1 - April 30 shall have same arranged by November 1 of the preceding year. Vacations shall commence at the beginning of a calendar week unless the demands of the operations of work of the Employer make this impossible.
- 7.11 Where an employee who is entitled to Short Term Disability benefits is on vacation and is,
- (a) hospitalized, or
 - (b) convalescing following hospitalization, or
 - (c) in Home Care prescribed by the employee's physician following hospitalization (Organized Home Care Program in Ontario recognized by O.H.I.P.),
- there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the employee's option.

7.12 Where an employee is on vacation and is entitled to be-reavement leave under the terms of Article 14.2, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the employee's option.

7.13 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, or leave of absence for Union business. All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

b. Effective February 1, 1988 clause 7.1 shall be amended as follows:

17 years	5 weeks and thereafter
20 years	5 weeks and 1 day and thereafter
21 years	5 weeks and 2 days and thereafter
22 years	5 weeks and 3 days and thereafter
23 years	5 weeks and 4 days and thereafter
25 years	6 weeks and thereafter

6. ARTICLE 9 - VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

a. Replace the entire article with the following:

9.1 An employee who separates or retires shall be paid separation vacation pay on the basis of the following:

Column I	Column II
Vacation Qualification	Separation Vacation Pay
6 weeks	12.0%
5 weeks and 4 days	11.6%
5 weeks and 3 days	11.2%
5 weeks and 2 days	10.8%
5 weeks and 1 day	10.4%
5 weeks	10.0%
4 weeks	8.0%
3 weeks	6.0%
2 weeks	4.0%

8.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 7.2:

(a) Vacation pay on separation for employees employed after January 1, 1980, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer:

(b) Vacation pay on separation for employees employed before January 1, 1980 shall be the sum of:

(i) the full vacation entitlement for the year preceding his/her termination regardless of his/her anniversary date, and,

(ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

8.3 Employees who do not qualify for separation vacation pay under the terms of this agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.

8.4 Should death occur to an employee, any unpaid vacation pay will be paid to the estate of the deceased employee.

7. ARTICLE 9 - STATUTORY HOLIDAYS

- a. Replace paragraphs 4 and 5 of 9.1 with the following:

9.1(b) Each employee shall be entitled to one day with pay each year to be known as a Floating Holiday. This day is to be taken at a time mutually agreeable to the employee and the Department Head. This day, however, may not be scheduled on the working days before Christmas Day or New Year's Day. This day may not be carried forward from one year to the next.

Employees starting on or before October 15th of any year shall be entitled to such floating holiday described above in that year.

9.1(c) Employees shall be entitled to either a half (1/2) day holiday with pay on the working day immediately before Christmas Day or on the working day immediately before New Year's Day. This half (1/2) day holiday is to be arranged and scheduled by November 25th according to seniority except as may be otherwise required to ensure the efficient operation of the department. In the event that not all employees can be scheduled on either of these two days, employees shall be allotted their half (1/2) day within the period January to March of the following year.

Such half (1/2) day shall be effective for new employees only if the employee commenced work on November 10th or earlier of that year.

- b. Replace the last "and" with "or" in 9.5 (d).
c. Amend clause 9.2 to read two (2) times payment for Statutory Holidays.

8. ARTICLE 10 - SICK LEAVE, PENSION AND GROUP MEDICAL AND HOSPITALIZATION PLANS

- a. Replace the entire article with the following:

BENEFIT PLANS

10.1 The benefits provided hereunder shall continue for the life of this agreement.

10.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.

10.3 On completion of the probationary period an employee shall be entitled to the following benefits:

- (a) Group Life Insurance with benefits equal to one and one half (1 1/2) the annual basic wage rate of the employee to the nearest one thousand dollars.
- (b) Extended Medical plan including semi-private hospital coverage and Prescription Drug plan.
- (c) Dental care plan, as per the attached Schedule, the terms of the current Ontario Dental Association (O.D.A.) schedule.
- (d) Vision care plan to cover the employee and his/her dependents (\$100 every 2 years).
- (e) Short Term Income Protection as detailed in the attached plan. The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.
- (f) Long Term Disability protection as detailed in the attached plan.

10.4 All employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.).

10.5 All employee shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required contributions.

10.6 The normal date of retirement for employees shall be the first day of the month following that in which the employee attains his 65th birthday.

10.4 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

10.8 The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for each employee towards the annual cost of benefit plans.

10.9 Certificates covering any illness or injury will not be accepted by the Department later than two (2) weeks following such illness or injury unless there are extenuating circumstances made known to the Department by the third day of illness or injury.

10.10 Whenever an employee recovers from a third party, any amount claimed for loss of wages or sick leave, he/she shall repay to the Employer forthwith the amount of all monies paid to him/her by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party.

10.11 The following benefits will be available to any employee retiring under the OMERS 90 factor, or any employee between the ages of 55 and 65 who retires on an early OMERS pension if he/she has a minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Ontario Health Insurance Plan

Extended Medical Plan

Dental Plan

Life Insurance (1 1/2 times the annual basic wage rate of the employee at time of retirement rounded to the nearest one thousand dollars).

The following conditions apply:

- a. The OHIP coverage listed above will automatically cease at the appropriate time if the employee's spouse attains the age of 65 before the employee does.
 - b. The above benefit coverage terminates on the last day of the month in which the employee attains age 65, or in which his/her death occurs.
 - c. The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).
- b. The attached Dental Plan Schedule shall include the following:

Effective the date of ratification the Dental Plan shall include coverage for Removable Prosthodontics, Fixed Prosthodontics, and Major Restorative on the basis of a 50% co-insurance with a twelve consecutive month maximum amount payable of Five Hundred dollars (\$500.00).

Effective February 1, 1988 the maximum amount payable shall be altered to One Thousand dollars (\$1,000.00).

Effective February 1, 1988 the Dental Plan shall include coverage for orthodontics for dependent children (to the age of 18) on the basis of a 50% co-insurance with a lifetime maximum payment of One Thousand dollars (\$1,000.00).

9. ARTICLE 11 - LEAVE OF ABSENCE

- a. Replace the article with the language of the Regional agreement.
- b. Amend 11.2 to read as follows:

An employee shall be granted three regularly scheduled consecutive work days bereavement leave without loss of pay or benefits, on the death of a spouse, common-law spouse, child, parent, foster or adopted parent, grandparent, grandchild, brother or sister, parent-in-law, brother-in-law or sister-in-law. Such bereavement leave shall be taken at the time of that bereavement or at the time the employee received notification of such bereavement. Proof of bereavement may be required by the Director of Human Resources.

- c. Amend clause 11.8 as follows:

Maternity leave shall be granted on the conditions as set out in the Employment Standards Act of the Province of Ontario except that the duration of such leave as provided for in the Act, may, upon medical certification, be extended for an additional 9 weeks following birth.

The Employer will grant adoption leave without pay under the same conditions that apply to maternity leaves.

- d. Add clause 11.13 as follows:

In the event the employer grants a leave of absence for a period in excess of a month other than the initial 17 week maternity or adoption leave herein provided, the employee shall be able to maintain his/her D.H.I.P. coverage by paying the full premium cost. No other benefit coverage shall be able to be continued.

10. ARTICLE 12 - PROMOTION AND REDUCTION OF STAFF

- a. Replace 12.1 with the language of the Regional agreement.

- b. Replace clause 12.2 with the following:

Effective January 1, 1988 clause 12.2 will read as follows:

When vacancies occur in a higher or lower classification the senior applicant shall be awarded the position provided he/she meets the requirements of the job description. Job descriptions shall not be created in a discriminatory manner.

The parties agree to review job descriptions with a sub-committee of the Labour-Management Committee prior to January 1, 1989.

A Letter of Intent will be added to the Collective Agreement to confirm that educational requirements shall not be the sole determining factor in denial of a promotion.

- b. Replace 12.3 with the following:

If an employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement, and within sixty (60) working days proves unsatisfactory in his/her new position, or if the employee, requests, in writing, he/she shall be returned to his/her former position without loss of seniority or wage rate.

In the event of a temporary transfer to a position outside the bargaining unit, the employee shall retain seniority within this bargaining unit for a period of up to six (6) months. During this six (6) month period the employee shall pay union dues to both units, as may be applicable. The employee shall have the right to return to his/her former position in the bargaining unit at any time during the six (6) month period with full seniority. Thereafter the employee's seniority within this unit will cease.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority.

An employee who requests to be returned to his/her former position shall not prejudice his/her applications for future promotions or transfers.

- c. Replace 12.4 to 12.13 with the language of the Regional agreement.
- d. Delete clause 12.7 and amend the two time frames in clause 12.8 to thirty (30) working days and sixty (60) working days.
- d. Renumber 12.11 to 12.7.

e. Amend 12.12 to read as follows:

Vacancies created as the result of an employee being absent due to either illness or leave of absence for a minimum period of six (6) weeks, shall be posted and filled when it is known that the employee's absence is expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to the absence of an employee.

Upon the return of the absent employee, the employee filling the position on a temporary basis shall be returned to his/her former position. In the event the absent employee does not return the employee filling the position on a temporary basis shall be confirmed in the position with the exception as noted below.

In the event that an absent employee does not return and there is more than one position in the same classification being filled on a temporary basis because of employee absence the senior employee temporarily filling a vacancy shall be confirmed in the position.

11. ARTICLE 13 - SENIORITY

- a. Replace the article with the language of the Regional agreement.
- b. Add the following clause as 13.4:

An employee who has not been in receipt of pay for work performed for a period of thirty (30) months, inclusive of Short Term Disability, shall have his/her name removed from the payroll of the Employer at the end of the thirty (30) month period.

12. ARTICLE 14 - CALLIN TIME

- a. Delete Article 14 as it has been incorporated into Article 6.

13. ARTICLE 15 - DISCIPLINE

- a. Replace the article with the language of the Regional agreement.

14. ARTICLE 16 - GRIEVANCE PROCEDURE

a. Replace the entire article with the following:

- 16.1 Within the terms of the Agreement, a complaint shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement.

Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

- 16.2 In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with complaints and grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent

- 16.3 STEP ONE: The employee and the Union Steward shall present the grievance in writing to the employee's Supervisor or Foreman within ten (10) working days of the origin of the grievance.

Within three (3) working days of the written submission a meeting with the grievor, Steward, Foreman and Supervisor will occur to attempt to resolve the grievance.

The Foreman or Supervisor shall respond within three (3) working days of the meeting.

- 16.4 STEP TWO: Failing a satisfactory settlement at Step One, the Chairperson of the Grievance Committee shall submit the written grievance to the employee's Department Head within ten (10) working days of the response in Step One.

The Department Head or his/her designate, will meet with the Grievance Committee, the grievor, and the Steward if necessary, within ten (10) working days of the receipt of the grievance. The Department Head or his/her designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Department Head, or his/her designate, denies the grievance, he/she shall state the reasons in writing.

- 16.5 STEP THREE: Failing a satisfactory settlement at Step Two the Chairperson of the Grievance Committee shall submit the written grievance to the Director of Human Resources within ten (10) working days of receipt of the response of the Department Head or his/her designate.

The Director of Human Resources, or his/her designate, and the Chief Administrative Officer, or his/her designate, will meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of receipt of the grievance. The Director of Human Resources or his/her designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Director of Human Resources, or his/her designate, denies the grievance, he/she shall state the reasons in writing.

- 16.6 Where the dispute involves:

(a) the question of general application of or interpretation of the provisions of this agreement, or

(b) a group of employees, or

(c) the suspension or dismissal of any employee or group of employees

the grievance may be submitted by the Chairperson of the Grievance Committee to the Department Head at Step Two.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two employees as representatives of all the affected employees at any and all hearings held in conjunction with the grievance or grievances.

- 16.7 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 17 within thirty (30) calendar days of the receipt of the Director of Human Resources response.

- 16.8 Meetings with the Director of Human Resources and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.

- 16.9 The Employer recognizes the President of the Union, or his/her constitutional replacement as a member of the Grievance Committee.

17.3 BOARD OR ARBITRATION - Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator. 05/05/87

Where two members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairperson of the Board. If within ten (10) days the two members have not reached agreement the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.

17.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own Arbitrator and shall bear equally the cost of the Chairperson and the arbitration proceedings.

17. ARTICLE 18 - SALARY PLAN - SCHEDULE "A"

- a. Replace clauses 18.1 to 18.4 with the language of the Regional agreement.
- b. Replace clause 18.5 as follows:

Whenever the employee is required to perform the work of a higher paid classification for a continuous period of five (5) or more working days, he/she shall receive the minimum rate for the higher classification or is to be awarded an increase of \$3.00 per week, whichever is the greater for all such time worked. Assignment to such higher paid classification shall be by written direction of the Employer.

18. ARTICLE 20 - CONTRACTING OUT

05/05/87

- 949 -

- a. Add the following as 20.2, renumber the current 20.2 to 20.3 and delete the current 20.3:

Where the Employer introduces technological change which affects the wages or employment status of employee, not less than ninety (90) days prior to the introduction of the change, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting the (a) nature and degree of change, (b) date or dates on which the Employer plans to effect the change, and (c) location or locations involved.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may relate to the adverse affects noted above.

19. ARTICLE 21 - SHIFT DIFFERENTIAL

- a. Add the following as clause 21.5:

Employees in the Culture and Recreation Department required to work on a 6 or 7 day week shift basis shall receive 5 days of time off in lieu of shift premiums. Where operationally possible, this week shall be taken in the period known as down time. The taking of this week shall not interfere with vacation scheduling.

- b. Amend afternoon, night and weekend premiums to forty-five (45) cents per hour.

20. ARTICLE 22 - PROTECTIVE CLOTHING

- a. Replace the entire article with the following:

22.1 The Employer agrees that where protective clothing is necessary all employees will be supplied with such clothing as required.

22.2 Employees shall be provided with the following when the Employer determines that such clothing shall be worn by the employee:

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4 shirts
4 pants
1 windbreaker
1 parka

Special footwear for Culture and Recreation employees.

Coveralls or smocks for the employees in the Printing Service Department, the Microfilm section of Treasury, attendants at Gore Lavatory and Cleaners.

Two ties, a summer hat and a belt, in addition to the number of shirts, pants(uniform issue) and parka as noted above for Bylaw Enforcement Constables. \$60.00 per year shall be paid for Bylaw Constable Uniform dry cleaning.

Coveralls and thermal-lined pants for Traffic Signal Repairers and Servicemen.

Employees required to wear such clothing will receive the issue within 30 calendar days of completing their probationary period.

22.3 The Employer will provide safety shoes or boots to all employees required to wear such shoes or boots. Safety shoes or boots shall be of a standard approved by the Ontario Safety Council.

In the event an employee does not complete his/her probationary period, he/she will have the Employer's cost of the safety boots or shoes deducted from any monies owing to the employee.

Students hired for summer employment and who are required to wear protective footwear are required to purchase such footwear at no cost to the Employer. The exception to the foregoing shall be a summer student commencing his/her third consecutive summer term. In these circumstances the student shall be reimbursed with the dollar value of the Employer's cost of a pair of safety shoes.

- 22.4 All employees in receipt of the above issues of clothing shall be eligible to receive a replacement issue of any of the above on a 1 for 1 basis when such article is returned to Stores and proves to be:

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- (a) either damaged and rendered unusable as a result of the employee's work activities, or
- (b) worn out as a result of normal wear for such garment.

Any employee leaving the employ of the Employer who has less than 6 months service shall return all clothing, safety equipment, and any other Employer property in his/her possession prior to receiving his/her final monies.

- 22.5 Where an employee who wears prescription glasses is required to wear safety glasses to perform his/her job functions prescription safety glasses shall be provided.
- 22.6 The employee is required to wear any clothing issued by the Employer on a regular basis but only when engaged in the work of the Employer. Identification "flashers" shall not be removed from such clothing. The Employer will counsel employees in the proper care and use of clothing supplied by the Employer.
- 22.7 It is incumbent on all employees to observe the safety standards concerning safety conditions as laid out in various Provincial Statutes. Failure to wear safety shoes or boots or other safety equipment supplied by the Employer shall make the employee subject to disciplinary action. Any employee not wearing such equipment shall be sent home from his/her job unpaid until such time as he/she can return properly attired. The Union agrees to co-operate with the Employer in all matters affecting the safety of employees.

21. ARTICLE 23 - MILEAGE ALLOWANCE AND BUSINESS INSURANCE

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- a. Replace the entire article with the following:

TRAVEL ALLOWANCE AND BUSINESS INSURANCE

- 23.1 Travel allowance shall be paid only under the following conditions:

(a) the employee is authorized and directed to use his/her vehicle for the Employer's business, and

(b) the employee has presented proof that his/her automobile insurance has been endorsed for business purposes.

- 23.2 When an employee provides proof as noted in 23.1 (b) the Employer will reimburse the employee up to a maximum of \$100.00 per calendar year (\$150.00 in 1988). For new employees this amount will be paid only upon completion of the probationary period.

- 23.3 The rate paid per kilometer driven on the Employer's business will be the rate utilized by the Central Garage of the City of Hamilton.

22. ARTICLE 24A - TEMPORARY VACANCY

- a. Delete this article as the language is covered in Article 18.

23. ARTICLE 26 - MANAGEMENT UNION CO-OPERATION COMMITTEE

- a. Add item (d) Technological Change.

24. ARTICLE 27 - FEMININE GENDER

- a. Delete this article and replace the masculine gender with he/she and his/her throughout the agreement.

25. ARTICLE 28 - DURATION OF AGREEMENT

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- a. Amend the dates to reflect a duration extending from February 1, 1987 to January 31, 1989.

26. OTHER ITEMS

- a. Employer is to be substituted for Corporation and the City of Hamilton.

Director of Human Resources is to be substituted for Personnel Director or Director of Personnel.

Human Resources Centre is to be substituted for Personnel Department.

- b. Add letter of intent to provide for discussions in the forthcoming contract year regarding the concept of flexible benefit plans.
- c. Add letter of intent regarding introduction of Vocational Rehabilitation Program.
- d. Add letter of intent to initiate multi-Union and Employer discussion regarding review of Short Term Disability Plan.
- e. Add letter of intent to initiate joint Job Evaluation with following issues to be part of the plan:
 - i. Pay Equity legislation
 - ii Plan design
 - iii Job EvaluationsThe monetary component to be part of the next contract negotiation.
- f. Ensure that all job titles are gender free.

Amend rates in Schedule "A" by 4.5% effective February 1,
1987.

Amend rates in Schedule "A" by 4.0% effective February 1,
1988.

Signed in Hamilton this day of , 1987.

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THIS MEMORANDUM OF AGREEMENT MADE THIS 24th DAY OF APRIL, 1987

BETWEEN THE NEGOTIATING COMMITTEES OF:

THE CITY OF HAMILTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 1041

- I The parties herein agree to the terms of this Memorandum of Agreement as constituting full settlement of all matters at issue between the parties.
- II The undersigned representatives of the parties agree to recommend, unanimously, acceptance of all the terms of this Memorandum to their respective principals.
- III The parties herein agree that the term of the Collective Agreement shall be February 1, 1987 to January 31, 1989.
- IV The parties agree that all provisions of the Collective Agreement covering the period February 1, 1985 to January 31, 1987 shall continue in effect as amended by the following provisions.
- V The Collective Agreement shall be amended in accordance with the following and such amendments shall become effective upon ratification by both parties whose appropriate officers have appended their signatures hereto, save and except where this Memorandum of Agreement specifically provides otherwise.

The following are the amendments referred to in item V above:

1. ARTICLE 4 - STANDARD HOURS OF WORK

- a. Amend to provide that working hours of foremen and/or supervisors are to conform with the working hours of subordinates.

2. ARTICLE 5 - ANNUAL VACATIONS

Replace 5.1 (a) and (b) with the following:

- (a) An employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his/her aggregate credited service as follows:

Vacation with pay as shown in Column II during the calendar year in which the employee completes the years of service in Column I:

Column I	Column II
Years of Service	Vacation with Pay
1 year	2 weeks and thereafter
3 years	3 weeks and thereafter
9 years	4 weeks and thereafter
18 years	5 weeks and thereafter
22 years	5 weeks and 1 day and thereafter
23 years	5 weeks and 2 days and thereafter
24 years	5 weeks and 3 days and thereafter
26 years	6 weeks and thereafter

- (b) Notwithstanding the schedule of vacation leave above noted, an employee, who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay as per Article 5.

- b. Effective February 1, 1988 clause 5.1 (a) shall be amended as follows:

17 years	5 weeks and thereafter
20 years	5 weeks and 1 day and thereafter
21 years	5 weeks and 2 days and thereafter
22 years	5 weeks and 3 days and thereafter
23 years	5 weeks and 4 days and thereafter
25 years	6 weeks and thereafter

3. ARTICLE 6 - SEPARATION VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

a. Replace entire article with the following:

- 6.1 An employee who separates or retires shall be paid separation vacation pay on the basis of the following:

Column I	Column II
Vacation Qualification	Separation Vacation Pay
6 weeks	12.0%
5 weeks & 4 days	11.6%
5 weeks & 3 days	11.2%
5 weeks & 2 days	10.8%
5 weeks & 1 day	10.4%
5 weeks	10.0%
4 weeks	8.0%
3 weeks	6.0%
2 weeks	4.0%

- 6.2 Separation vacation entitlements, as set out in Column II shall be calculated on the basis of the following, subject to clause 5.1 (b):

- (a) vacation pay on separation for employees employed after January 1, 1980, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer;
- (b) vacation pay on separation for employees employed before January 1, 1980, shall be the sum of:
 - (i) the full vacation entitlement for the year preceding his/her termination regardless of his/her anniversary date, and,
 - (ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

- 6.3 Employees who do not qualify for separation vacation pay under the terms of this agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.

- 6.4 Should death occur to an employee, any unpaid vacation pay will be paid to the estate of the deceased employee.

4. ARTICLE 7 - STATUTORY HOLIDAYS

Replace the third, fourth and fifth paragraphs of 7.1 with the following:

Each employee shall be entitled to one day with pay each year to be known as a Floating Holiday. This day is to be taken at a time mutually agreeable to the employee and the Department Head subject to the operational requirements of the section in which the employee works. This day may not be carried forward from one year to the next.

Employees starting on or before October 15th of any year shall be entitled to such floating holiday described above in that year.

Employees shall be entitled to either a half (1/2) day holiday with pay on the working day immediately before Christmas Day or on the working day immediately before New Year's Day. This half (1/2) day holiday is to be arranged and scheduled by November 25th according to seniority. In the event that operational requirements preclude the taking of this half (1/2) day, at the Employer's discretion, the half (1/2) day shall be worked and the employee shall be paid the regular four (4) hours plus double time (2x) as noted in clause 7.3.

Such half (1/2) day shall be effective for new employees only if the employee commenced work on November 10th or earlier of that year.

- b. Amend clause 7.3 to provide for two (2) times payment on Statutory Holidays.

5. ARTICLE 8 - SICK LEAVE, PENSION AND GROUP MEDICAL AND HOSPITALIZATION PLANS

- a. Retitle this article to Benefit Plans and replace the article with the following:

8.1 The benefits provided hereunder shall continue for the life of this agreement.

8.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.

- 8.3 On completion of the probationary period an employee shall be entitled to the following benefits:
- (a) Group Life Insurance with benefits equal to one and one half (1 1/2) the annual salary rate of the employee to the nearest one thousand dollars.
 - (b) Extended Medical plan including semi-private hospital coverage and prescription drugs.
 - (c) Dental care plan, as per the attached Schedule, under the terms of the current Ontario Dental Association (O.D.A.) schedule.
 - (d) Vision care plan (\$100 every 2 years).
 - (e) Short Term Income Protection as detailed in the attached plan. The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.
 - (f) Long Term Disability protection as detailed in the attached plan.
- 8.4 All employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.).
- 8.5 All employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.).
- 8.6 The normal date of retirement for employees shall be the first day of the month following that in which the employee attains his/her 65th birthday.
- 8.7 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.
- 8.8 The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for employee towards the annual cost of benefit plans.
- 8.9 Certificates covering any illness or injury will not be accepted by the Department later than two (2) weeks following such illness or injury unless there are extenuating circumstances made known to the Department by the third day of illness or injury.

8.10 Whenever an employee recovers from a third party, any amount claimed for loss of wages or sick leave, he/she shall repay to the Employer forthwith the amount of all monies paid to him/her by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party.

8.11 Item 1 as it appears in Schedule "A" of Bylaw 7530 as amended from time to time, shall not apply to Local 1041, and in its stead the following shall apply to members of Local 1041:

An employee shall on the first day of illness, report or cause to report such illness to his/her Department Head or designate within the limits as set by each Department Head.

8.12 Providing an employee has been employed by the Employer for not less than seven (7) years immediately previous to compulsory retirement or termination of services for any reason other than "discharge for cause", notwithstanding Article 1 of the current Collective Agreement, employment with any other Ontario Municipality, Board, or Commission thereof, shall be considered as employment with the Employer for the purpose of calculating gratuity under Article 19 of Bylaw 7530 and amendment thereto, provided that such employment was his last previous employment immediately prior to being employed by the Employer.

At the employee's choice, the payment of this gratuity shall be:

- (a) a lump sum payment at the time of termination or compulsory retirement,
- (b) held over to the taxation year or any other year following termination of employment, or
- (c) converted to an individual income averaging annuity payable at normal retirement age.

8.13 The following benefits will be available to any employee retiring under the OMERS 90 factor, or any employee between the ages of 55 and 65 who retires on an early OMERS pension if he/she has a minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Ontario Health Insurance Plan

Extended Medical Plan

Vision Care Plan

Dental Plan

Life Insurance (1 1/2 times the annual salary rate of the employee at time of retirement rounded to the nearest one thousand dollars).

The following conditions apply:

- a. The OHIP coverage listed above will automatically cease at the appropriate time if the employee's spouse attains the age of 65 before the employee does.
 - b. The above benefit coverage terminates on the last day of the month in which the employee attains age 65, or in which his/her death occurs.
 - c. The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).
- b. The attached Dental Plan schedule shall include the following:

Effective the date of ratification the Dental Plan shall include coverage for Removable Prosthodontics, Fixed Prosthodontics, and Major Restorative on the basis of a 50% co-insurance with a twelve consecutive month maximum amount payable of Five Hundred dollars (\$500.00).

Effective February 1, 1988 the maximum amount payable shall be altered to One Thousand dollars (\$1,000.00)

Effective February 1, 1988 the Dental Plan shall include coverage for orthodontics for dependent children (to the age of 18) on the basis of a 50% co-insurance with a lifetime maximum payment of One Thousand dollars (\$1,000.00).

6. ARTICLE 9 - PROMOTION AND REDUCTION OF STAFF

a. Amend clause 9.4 as follows:

If an employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement, and within sixty (60) working days proves unsatisfactory in his/her new position, or if the employee, requests, in writing, he/she shall be returned to his/her former position without loss of seniority or wage rate. In the event of a temporary transfer to a position outside the bargaining unit, the employee shall retain seniority within this bargaining unit for a period of up to six (6) months. During this six (6) month period the employee shall pay union dues to both units, as may be applicable. The employee shall have the right to return to his/her former position in the bargaining unit at any time during the six (6) month period with full seniority. Thereafter the employee's seniority within this unit will cease.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority.

An employee who requests to be returned to his/her former position shall not prejudice his/her application for future promotions or transfers.

b. Delete clause 9.8 and amend the two time frames in clause 9.9 to thirty (30) working days and sixty (60) working days.

c. Delete clause 9.12 and add letter of intent to this regarding Vocational Rehabilitation Program; letter to indicate that, in the event the Vocational Rehabilitation Program is cancelled, clause 9.12 is re-introduced to this Collective Agreement.

d. Add a new clause to read as follows:

Vacancies created as the result of an employee being absent due to either illness or leave of absence for a minimum period of six (6) weeks, shall be posted and filled when it is known that the employee's absence is expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to the absence of an employee.

Upon the return of the absent employee, the employee filling the position on a temporary basis shall be returned to his/her former position. In the event the absent employee does not return the employee filling the position on a temporary basis shall be confirmed in the position with the exception as noted below.

In the event that an absent employee does not return and there is more than one position in the same classification being filled on a temporary basis because of employee absence the senior employee temporarily filling a vacancy shall be confirmed in the position.

7. ARTICLE 11 - GRIEVANCE PROCEDURE

a. Replace the article with the following:

- 11.1 Within the terms of the Agreement, a complaint shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this agreement.

Within the terms of the Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

- 11.2 In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with complaints and grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.

- 11.3 STEP ONE: The employee and the Union steward shall present the grievance in writing to the employee's Supervisor or Foreman within ten (10) working days of the origin of the grievance.

Within three (3) working days of the written submission a meeting with the grievor, Steward, Foreman and Supervisor will occur to attempt to resolve the grievance.

- 11.4 STEP TWO: Failing a satisfactory settlement at Step One, the Chairperson of the Grievance Committee, or his/her designate shall submit the written grievance to the employee's Department Head within ten (10) working days of the response in Step One.

The Department Head, or his/her designate will meet with the Grievance Committee, the grievor, and the Steward if necessary, within ten (10) working days of the receipt of the grievance. The Department Head, or his/her designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Department Head, or his/her designate denies the grievance, the reasons shall be stated in writing.

- 11.5 STEP THREE: Failing a satisfactory settlement at Step Two, the Chairperson of the Grievance Committee, or his/her designate shall submit the written grievance to the Director of Human Resources within five (5) working days of the receipt of the response of the Department Head, or his/her designate.

The Director of Human Resources, or his/her designate and the Chief Administrative Officer, or his/her designate will meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of the receipt of the grievance. The Director of Human Resources, or his/her designate will issue a response in writing to the Chairman of the Grievance Committee within ten (10) working days of the meeting. In the event the Director of Human Resources, or his/her designate denies the grievance, the reasons shall be stated in writing.

- 11.6 Where the dispute involves:

- (a) the question of general application of or interpretation of the provisions of this agreement, or
- (b) a group of employees, or
- (c) the suspension or dismissal of any employee or group of employees

the grievance may be submitted by the Chairperson of the Grievance Committee to the Department Head at Step Two.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two employees as representatives of all the affected employees at any and all hearings held in conjunction with the grievance or grievances.

- 11.7 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 12 within thirty (30) working days of the receipt of the Director of Human Resources response.

11.8 Meetings with the Director of Human Resources and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.

11.9 The Employer recognizes the President of the Union, or his/her constitutional replacement, as a member of the Grievance Committee.

11.10 Where the complaint referred to in 11.1 relates to a job posting in a section or department other than the one the employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.

8. ARTICLE 12 - ARBITRATION CLAUSE

- a. Retitle this article, replace 12.1, 12.2 and 12.3 with the following and renumber the remainder of the Article.

ARBITRATION PROCEDURE

12.1 Where a dispute arises in respect of any of the matters covered by this Agreement, including

- (a) the interpretation, application, or administration of this Agreement, or
- (b) whether a matter is arbitrable, or
- (c) where an allegation is made that this Agreement has been violated, and

if a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration.

The Board of Arbitration may consist of a single Arbitrator or by joint agreement of the parties may constitute a three person Board of Arbitration.

12.2 SINGLE ARBITRATOR

Either of the parties to this Agreement is in such event to notify the other party in writing of its desire to submit this matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

12.3 BOARD OF ARBITRATION

Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two (2) members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairman of the Board. If within ten (10) days the two members have not reached agreement the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairman.

- 12.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own Arbitrator and shall bear equally the cost of the Chairman and his/her incidental expenses.

9. ARTICLE 14 - SALARY PLAN - SCHEDULE "A"

- a. Replace the language with the following:

14.1 Progressive wage and salary increases as approved will become effective on the first pay period following the employee's anniversary date.

14.2 Anniversary increases will be granted only as merited and may be refused or deferred on the recommendation of the Department Head.

14.3 The Employer reserves the right to start a new employee within the minimum and maximum range of any specified classification.

14.4 The Employer reserves the right to grant an employee a merit increase within his salary classification.

14.5 An employee who is promoted to a higher salary classification shall proceed to establish a new anniversary date as of the date of promotion.

- b. Amend salary scales to three steps using current minimum and maximum and establishing the second step half-way between the two figures. All current employees below maximum will move to the revised scale as of their next anniversary date.
- c. Add letter of intent to indicate that if, under 14.5 an employee establishes a new anniversary date, he/she shall not suffer any monetary loss as a result of the anniversary date change.

10. ARTICLE 16 - CONTRACTING OUT

- a. Number existing clause as 16.1 and add 16.2 as follows:

Where the Employer introduces technological change which affects the wages or employment status of employees, not less than ninety (90) days prior to the introduction of the change, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting the (a) nature and degree of change, (b) date or dates on which the Employer plans to effect the change, and (c) location or locations involved.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may relate to the effects as noted above.

11. ARTICLE 20 - SHIFT DIFFERENTIAL

- a. Amend shift premiums in clauses 20.3 and 20.4 to forty-five (45) cents per hour.
- b. Replace 20.5 with the following:

"A weekend premium of forty-five (45) cents per hour for any regularly scheduled shift between midnight Friday and midnight Sunday shall be payable. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours."

12. DURATION OF AGREEMENT

- a. Amend the dates to reflect a duration extending from February 1, 1987 to January 31, 1989.

13. OTHER ITEMS

- a. Employer is to be substituted for Corporation, City of Hamilton.

Director of Human Resources is to be substituted for Personnel Director or Director of Personnel.

Human Resources Centre is to be substituted for Personnel Department.
- b. Add letter of intent to provide for discussions in the forthcoming contract year regarding the concept of flexible benefit plans.
- c. Add letter of intent regarding introduction of Vocational Rehabilitation Program.
- d. Add letter of intent to initiate multi-Union and Employer discussion regarding review of the Short Term Disability Plan.
- e. Ensure that all job titles are gender free.

14. SCHEDULE "A"

Amend rates in Schedule "A" by 4.5% effective February 1, 1987.

Amend rate in Schedule "A" by 4.0% effective February 1, 1988.

Signed in Hamilton this day of , 1987.

EXHIBIT "C"

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Mr. John Cassidy	District Chief	Fire	replacing Mr. D. Wishart - promoted	C-11	\$46,885.33 per annum	87/04/19
Mr. Tommy Coffey	Maintenance Foreman (Parks)	Public Works	replacing Mr. Joseph Bello - retired	13C	\$25,614.16 per annum	87/04/20
Ms. Linda Cooper	Typist Clerk II	Treasury	replacing Mrs. K. Grywacheski - promoted	E-2	\$312.39 per week	87/04/27
Mr. Lawrence Cowles	Unit Supervisor	Culture and Recreation	returned to perm. position (was replacing Mr. Gary Cowles - sickness	11C	\$34,526.44 per annum	87/04/10
Ms. Giovanna Dunbar	Attendant II	Central Market Division of City Clerk's	replacing Mrs. K. Ostapenko - retired	CH-2	\$303.58 per week	87/04/30
Ms. Jane Hartwell	Accounting Supervisor	H.E.C.F.I.	replacing Ms. Lisa Robinson - resigned	115	\$33,209.28 per annum	87/04/27
Ms. G. Diane Occhiuto	Typist Clerk II	City Clerk's	replacing Ms. Joanne Wigmore - promoted	E-2	\$312.39 per week	87/04/27

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Mr. Paul Smith	Foreman III (Sanitation)	Public Works	replacing Mr. Harold Kerwin - promoted	13C	\$26,662.48 per annum	87/04/20
Mr. Ron Wilson	Administrative/ Accounting Clerk	H.E.C.F.L.	replacing Ms. Karen Stanton - promoted	T-2	\$17,500.08 per annum	87/04/21

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON	LENGTH OF SERVICE	EFFECTIVE DATE
Mr. Joseph Bello	Maintenance Foreman (Parks)	Public Works	retirement	25 years	87/04/30
Mr. Fred Eckenrath	Engineering Technician	City Architect's Division of Property	retired	16 yrs. & 3 2 1/2 mo.	87/04/30
Mr. James Given	Firefighter I, 4th year	Fire	retirement	35 yrs. & 8 1/2 mo.	87/04/30
Mrs. Lee Goldsmith	Taxation Clerk IV	Treasury	resigned	10 yrs. & 4 mo.	87/05/01
Mr. Edward MacPherson	Caretaker	Property Mtce. Division of Property	resigned	6 1/2 mo.	87/04/20
Mrs. K. Ostapenko	Attendant II	Central Market Division of City Clerk's	retirement	6 yrs. & 3 mo.	87/05/02

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO TEMPORARY POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Mr. Daniel Dube	Housing Loans Officer (temporary)	Community Development	replacing Mr. Ronald Deverson - illness	A-9	\$522.85 per week	87/04/27
Mr. Fred Eckenrath	Engineering Technician (temporary)	City Architect's Division of Property	extension beyond normal retirement approved	114	\$33,730.32 per annum	87/05/01
Ms. Sheila Gauthier	Typist Clerk II (temporary)	Traffic	replacing Ms. C. Alletto - temp. promoted	E-2	\$312.39 per week	87/04/08

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THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM TEMPORARY POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON	LENGTH OF SERVICE	EFFECTIVE DATE
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NO TERMINATIONS FROM TEMPORARY POSITIONS AT THIS TIME

05/12/87

- 974 -

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 12, 1987
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Copps,
Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher,
Merling, Murray, Ross.

CAYON HBL AOS
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1987

Father Joseph Morin, Notre Dame de Perpetuel Secours, led the Council in prayer.

His Worship Mayor Robert M. Morrow called the meeting to order.

The minutes of the meetings of April 28, 1987, May 5, 1987, and May 12, 1987, were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Application from Ki Hing Li, 160 West 32nd Street, Hamilton, Ontario, for a change in zoning, property located at 9 Brantdale Avenue, dated April 29, 1987.
2. Application from Keith Cody, Box 900, Hamilton, Ontario, for a modification to the District regulations for property located at 308 East Avenue North, dated May 5, 1987.
3. Application from Yonge Investments Ltd., 747 King St. East, Hamilton, Ontario, for a change in zoning, property located at 6 and 8 Acorn Street, dated May 6, 1987.
4. Letter from Mr. E. A. Simpson, City Clerk, advising objection received to By-law Number 87-75, dated May 6, 1987. NO ACTION TAKEN.
5. Letter from Mr. E. A. Simpson, City Clerk, advising objection received to By-law Number 87-78, dated May 6, 1987. NO ACTION TAKEN.
6. Letter from Mr. E. A. Simpson, City Clerk, advising objections received to By-law Number 87-83, dated May 6, 1987. NO ACTION TAKEN.
7. Application from Wellington Chase Inc., 100 Main St. East, Hamilton, Ontario, for a change in zoning, property located at 270 Stone Church Road East, dated May 12, 1987.
8. Application from Tommar Construction Company Limited, 202 North Shore Blvd. East, Burlington, Ontario, for a change in zoning, property located at 2774 and 2794 King Street East, dated May 12, 1987.

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9. Application from Rami Goldman, Leo Erez, 75 The Donway West, Don Mills, Ontario, for a change in zoning, property located at 1512 Upper Gage Avenue, dated May 12, 1987.
10. Application from James Miles, 83 Anna Capri Drive, Hamilton, Ontario, for a further modification to District regulations, property located at 1160 and 1172 Rymal Road East, dated May 12, 1987.
11. Application from May Scriven, 1232 Upper Gage Avenue, Hamilton, Ontario, for a change in zoning, property located at 1232 Upper Gage Avenue, dated May 12, 1987.

* * * * *

It was moved by Alderman Cowell, seconded by Alderman Smith, and carried, that Council move into Committee of the Whole to consider the following Reports, with Alderman Wheeler in the chair.

* * * * *

(A) EXECUTIVE COMMITTEE - ELEVENTH REPORT.

It was moved by Alderman Cooke and seconded by Alderman Ross.

RESOLVED: that Section 1 be referred to the Non-Profit Housing Corporation so that the terms of reference might be broadened to include other non-profit projects that have been in existence for longer periods of time. -

YEAS: Aldermen Cooke, Kiss, Agro, Valeriano, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 11.

NAYS: Mayor Morrow; Aldermen McCulloch, Hinkley, Copps, Christopherson, Collins. - 6. CARRIED.

* * * * *

Recorded vote on Section 8

YEAS: Mayor Morrow; Aldermen Cooke, Hinkley, Collins, Cowell, Ross. - 6.

NAYS: Aldermen Kiss, Agro, McCulloch, Valeriano, Copps, Christopherson, Wheeler, Smith, Gallagher, Merling, Murray. - 11. LOST.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman Valeriano.

RESOLVED: that Section 9 be amended by adding the following:

"Bill A-18 - A By-law to Amend Appointment By-law
No. 83-73 Respecting Change in Member-
ship in the City of Hamilton Licensing
Committee." - CARRIED.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman McCulloch.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for
this meeting of City Council in order to permit the
introduction of a clause dealing with the lighting at
the Hamilton Tennis Club. - CARRIED.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman McCulloch.

RESOLVED: that the following be added as Section 10:

"10. That a purchase order be issued to Sanders-Lampman
Electric, Stoney Creek, Ontario, in the amount of
\$40,954., including all applicable taxes, to supply
labour, material and equipment necessary to upgrade
the Court Lighting Levels at the Hamilton Tennis
Club, in accordance with specifications issued by
the Manager of Purchasing and Vendor's quotations.

NOTE: Lowest evaluated of seven (7) quotations
received. Funds provided in Hamilton Tennis
Club, Court Lighting Levels Account No.
0408.U7287." - CARRIED.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman Murray.

RESOLVED: that Section 1 of the TENTH Report of the Executive
Committee, which was tabled by City Council at its
meeting held April 28, 1987, be now lifted from the
table. - CARRIED.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman Murray.

RESOLVED: that the HECFI Compensation Study, dated March 11, 1987,
as prepared by Stevenson Kellogg Ernst and Whinney,
Management Consultants, appended hereto as Appendix "A",
be approved, with the exception that the proposed salary
rates as set out therein be increased by 4.5%, effective
January 1, 1987. - CARRIED.

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It was moved by Alderman Hinkley and seconded by Alderman Murray.

RESOLVED: that Section 1 of the TENTH Report of the Executive Committee, as amended, be adopted. - CARRIED.

NOTE: Alderman Christopherson was reported as opposing Clause 7 of Section B (SUMMARY) of Appendix "A", dealing with the red circling policy.

* * * * *

It was moved by Alderman Christopherson and seconded by Alderman Cooke.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to introduce a motion respecting the Strategic Planning Meeting of City Council scheduled for this Thursday and Friday at Georgian College at Lake Simcoe. - CARRIED.

* * * * *

It was moved by Alderman Christopherson and seconded by Alderman Cooke.

RESOLVED: that, in light of the fact at least one third of the Members of City Council have indicated their unwillingness to attend the Strategic Plan Workshop in its present format, the Mayor and Executive Committee direct the Consultant to relocate the meeting back to a Hamilton site and that the meeting be conducted in open session except where the Procedural By-law allows for the discussion of specific items in camera. -

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Copps, Christopherson, Wheeler, Smith, Ross. - 9.

NAYS: Aldermen Agro, McCulloch, Hinkley, Collins, Cowell, Gallagher, Merling, Murray. - 8. CARRIED.

* * * * *

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - EIGHTH REPORT.

It was moved by Alderman Merling and seconded by Alderman Murray.

RESOLVED: that Section 2 be referred back. - CARRIED.

* * * * *

Alderman Agro declared personal interest in, took no part in the debate, and refrained from voting on Section 8 as the property is part of his late mother's estate.

* * * * *

Recorded vote on Section 36.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, Valeriano, Hinkley, Christopherson, Collins, Wheeler, Smith, Gallagher, Murray, Ross. - 13.

NAYS: Alderman Copps. - 1. CARRIED.

* * * * *

(C) PARKS AND RECREATION COMMITTEE - NINTH REPORT.

Recorded vote on Section 1.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Copps, Christopherson, Collins, Smith, Gallagher, Murray, Ross. - 14.

NAYS: Alderman Wheeler. - 1. CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Gallagher.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of the following additional resolution re the use of Dundurn Park. - CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Gallagher.

RESOLVED: that the following be added as Subsection (d) to Section 11.

"(d) That CHCH Television be authorized to use the Dundurn Park Pavilion for entertainment in connection with the above dinner, and that the City Clerk advise the Liquor Licence Board of Ontario that the City of Hamilton has no objection to the granting of a Liquor Licence for this event. - CARRIED.

* * * * *

(C) PARKS AND RECREATION COMMITTEE - EIGHTH REPORT.

It was moved by Alderman Ross and seconded by Alderman Cooke.

RESOLVED: that Sections 9, 2 and 13, adopted by City Council at its meeting held on April 28, 1987, be now reconsidered. - LOST.

* * * * *

(D) PLANNING AND DEVELOPMENT COMMITTEE - NINTH REPORT.

Recorded vote on Section 2.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Collins, Wheeler, Smith, Murray, Ross. - 12.

NAYS: Aldermen Copps, Christopherson. - 2. CARRIED.

* * * * *

It was moved by Alderman Smith and seconded by Alderman Ross.

RESOLVED: that the following be added to Section 8 as Subsections (g) and (h):

"(g) 169 Hunter Street East

(h) 171 Hunter Street East" - CARRIED.

* * * * *

Section 11 defeated.

* * * * *

(E) LEGISLATION COMMITTEE - NINTH REPORT.

It was moved by Alderman Agro and seconded by Alderman Murray.

RESOLVED: that Section 18 be referred back. -

YEAS: Aldermen Kiss, Agro, McCulloch, Valeriano, Copps, Christopherson, Gallagher, Murray. - 8.

NAYS: Mayor Morrow; Aldermen Cooke, Collins, Wheeler, Smith, Cowell, Ross. - 7. CARRIED.

* * * * *

It was moved by Alderman Gallagher and seconded by Alderman Merling.

RESOLVED: that Section 20 be referred back. -

YEAS: Aldermen Gallagher, Merling. - 2.

NAYS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Copps, Christopherson, Wheeler, Smith, Murray, Ross. - 12. LOST.

* * * * *

It was moved by Alderman Cooke and seconded by Alderman Valeriano.

RESOLVED: that Subsection (a) of Section 20 be amended by deleting the words "on a voluntary basis" in the second line. -

YEAS: Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Copps, Christopherson, Wheeler, Murray, Ross. - 10.

NAYS: Mayor Morrow; Aldermen Hinkley, Collins, Smith, Gallagher, Merling. - 6. CARRIED.

* * * * *

Recorded vote on Subsection (a) of Section 20, as amended:

YEAS: Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Copps, Christopherson, Wheeler, Murray, Ross. - 10.

NAYS: Mayor Morrow; Aldermen Hinkley, Collins, Smith, Gallagher, Merling. - 6. CARRIED.

* * * * *

(G) FINANCE COMMITTEE - EIGHTH REPORT.

It was moved by Alderman Valeriano and seconded by Alderman McCulloch.

RESOLVED: that Section 3 be amended by adding, at the end of Section 3, the words "by making a grant under Section 113 of the Municipal Act of an amount equivalent to 25% of the proceeds recovered from the sale of the property at 18 Wentworth Street North or, alternatively, that the Region be requested to seek an amendment to the Regional Municipality of Hamilton-Wentworth Act to authorize the said amount, and that this site, when it is available, be made available as one of the sites for Non-Profit Housing. - CARRIED.

* * * * *

Recorded vote on Section 6.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, McCulloch, Valeriano, Hinkley, Copps, Christopherson, Collins, Smith, Ross. - 11.

NAYS: Aldermen Wheeler, Murray. - 2. CARRIED.

* * * * *

It was moved by Alderman Cowell and seconded by Alderman Smith.

RESOLVED: that the Report of the Committee of the Whole on the above reports, as amended, and resolutions, be adopted. - CARRIED.

* * * * *

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It was moved by Alderman Cowell and seconded by Alderman Smith.

RESOLVED: that the following Bills be now read a first time.

A-17, A-18,
B-32, B-33, B-34, B-35, B-36, B-37, B-38, B-39, B-40, B-41,
B-42, B-43,
D-62, D-63, D-64, D-65,
G-8 - CARRIED.

* * * * *

It was moved by Alderman Cowell, seconded by Alderman Smith, and carried,
that Council move into Committee of the Whole (second reading) to consider
the following Bills, with Alderman Wheeler in the chair.

A-17, A-18,
B-32, B-33, B-34, B-35, B-36, B-37, B-38, B-39, B-40, B-41,
B-42, B-43,
D-62, D-63, D-64, D-65,
G-8 - CARRIED.

* * * * *

Consideration of the Bills (second reading).

* * * * *

It was moved by Alderman Cowell and seconded by Alderman Smith.

RESOLVED: that the report of the Committee of the Whole (second reading) on
the Bills be adopted. - CARRIED.

* * * * *

It was moved by Alderman Cowell and seconded by Alderman Smith.

RESOLVED: that the following Bills be now read a third time.

A-17, A-18,
B-32, B-33, B-34, B-35, B-36, B-37, B-38, B-39, B-40, B-41,
B-42, B-43,
D-62, D-63, D-64, D-65,
G-8 - CARRIED.

* * * * *

City Council adjourned at 11.40 a.m.

* * * * *

REPORT OF THE EXECUTIVE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Executive Committee presents its ELEVENTH Report for 1987 and respectfully recommends:

- *1. (a) That the Social Planning and Research Council be authorized to investigate the impact of the Municipal Non-Profit Housing Corporation's Upper Paradise Road Project on residents in the Project and on the surrounding neighbourhood.
- (b) That the Finance Committee be requested to recommend the method of financing the short fall of \$7 211. required by the Social Planning and Research Council to undertake this Study.

NOTE: The total cost of this Study is \$10 604. and the Social Planning and Research Council has received funds for one Researcher for a total of \$3 393. leaving a short fall of \$7 211.

This study, involving interviews with project residents and neighbours, will elicit the following types of information:

- i) changes in quality of life, if any;
- ii) levels of satisfaction with elements such as access to services, shopping, and transportation;
- iii) neighbourhood satisfaction with the integration of the project;
- iv) neighbourhood experience with factors which, prior to the project, may have been a concern, such as increased noise, volume of traffic, vandalism, et cetera.

2. Attached for the information of the members of City Council, as Schedule "A" is a copy of a Summary of Capital Projects in Progress as at March 31, 1987.

NOTE: Detailed reports relative to the specific projects are available from the Secretary, Executive Committee or the City Treasurer.

*That Section 1 of the ELEVENTH Report of the Executive Committee be referred to the Municipal Non-Profit Housing Corporation so that the terms of reference might be broadened to include other non-profit projects that have been in existence for longer periods of time.

Recorded Vote, See Page 975

3. That a purchase order be issued to Hamilton This Month Inc., Hamilton, Ontario in the amount of \$12 862 including all applicable taxes, to supply 100 000 City of Hamilton Brochures in accordance with specifications issued by the Manager of Purchasing and Vendor's Tender.

NOTE: Lowest of seven (7) proposals received. Funds provided in Public Relations, City Promotion Account No. 0370-0261.

4. (a) That the construction of a finished roadway and concrete curb (north side only) on Princess Street from Sherman Avenue to the east end as a local improvement as a City initiative pursuant to Section 12 of the The Local Improvement Act be proceeded with at an estimated owner's share of \$94 972.40 as well as the City's share of \$62 027.60 for a gross cost of \$157 000 as provided in the 1987 portion of the 1987-1991 Capital Budget as Project Nos. 87000 - Owner's Share and 37000 - City's Share.
- (b) That the City Solicitor be authorized to make application to the Ontario Municipal Board for approval of this Project at a gross cost of \$157 000 by the issuance of debentures totalling \$157 000 for a period not to exceed 15 years and further that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the total amount of \$157 000 for a term not to exceed 15 years for this Project.
- (c) That the Commissioner of Engineering be authorized to construct these works on behalf of the City of Hamilton, once all the necessary approvals have been received

NOTE: The Transport and Environment Committee approved this Project at its meeting held May 4, 1987.

5. (a) That streetscape improvements on the north side of York Blvd. in front of the new parkade, and extending from MacNab Street to James Street North, be implemented in 1987 at an estimated cost of one hundred thousand dollars (\$100 000).
- (b) That the estimated cost of \$100 000 to implement streetscape improvements on the north side of York Boulevard, from James to MacNab Street, be financed from the Reserve for Capital Projects, Account No. 0280-27, and that the Contingency within the Capital Budget be reduced by the same amount.

NOTE: The Planning and Development Committee approved this project at its meeting April 29, 1987. Implementation of these streetscape improvements will include removal of the existing sidewalk and curb, pole removal, installation of new poles and luminaires, new concrete curbs, trees, benches, litter containers etc.

It should be noted that the estimate includes streetscape improvements and the landscape architectural design only for the triangular parcel of City owned lands on the north side of York Boulevard immediately west of James Street. The estimated development cost of this triangular parcel of lands is not included in these estimates.

The Executive Committee further wishes to advise that this Project was not included in the 1987 Capital Budget and therefore it is recommended that it be financed from the Contingency Allowance.

6. (a) That the appropriation for the construction of the Aldermen's Offices and improvements to the Media Rooms be increased by \$57 215.41 from \$620 000 to \$677 215.41.
- (b) That the increased cost be financed from the Reserve for Capital Projects - Account No. 0280-27.

NOTE: Previously forwarded to the members of City Council were copies of a report dated May 7, 1987 from the Director of Property to the Executive Committee which provided background information regarding this matter.

Additional copies, if required are available from the Secretary, Executive Committee or the Director of Property.

7. (a) That regular meetings of the Executive Committee be held twice per month, on the Thursday the week prior to City Council meetings.
- (b) That the City Solicitor be authorized and directed to prepare a by-law to amend By-law No. 82-203 Respecting "An Executive Committee" to reflect this change.

NOTE: Currently the by-law states that the Executive Committee shall hold a regular meeting once a week or at the call of the Chairman.

- * 8. That the meeting schedule for the City of Hamilton Standing Committees as set out in Schedule "B" attached, be adopted.

NOTE: This schedule provides for the following changes to the current schedule.

Executive Committee

- No change - Thursday at 2:00 p.m.

Transport & Environment Committee

- Change from Monday at 2:00 p.m. to Tuesday at 2:00 p.m.

Parks & Recreation Committee

- No change - Tuesday at 9:30 a.m.

Planning & Development Committee

- No change - Wednesday at 2:00 p.m.

Legislation Committee

- Change from Monday at 10:30 a.m. to Thursday at 10:30 a.m.

Personnel Committee

- No change - Wednesday at 9:00 a.m.

Finance Committee

- Change from Tuesday at 2:00 p.m. to Wednesday at 2:00 p.m.

At a special meeting of City Council on March 12, 1987, the matter of the Standing Committee meeting schedule was referred to the Executive Committee.

The subsequent recommendation of the Executive Committee was referred to the respective standing committees by City Council at its meeting April 14, 1987.

For the information of the Members of City Council, the three (3) standing committees affected by the proposed change have commented as follows:

- Transport and Environment Committee - Not prepared to change.
- Legislation Committee - Not prepared to change.
- Finance Committee - Is prepared to change

*SECTION 8 LOST

RECORDED VOTE, SEE PAGE 975

9. That leave be granted to introduce the following Bills:

Bill A-17: A By-law to Confirm Proceedings of the Council of the Corporation of the City of Hamilton.

*Bill A-18: A By-law to Amend Appointment By-law No. 83-73 Respecting Change in Membership in the City of Hamilton Licensing Committee.

**10. That a purchase order be issued to Sanders-Lampman Electric, Stoney Creek, Ontario in the amount of \$40 954 including all applicable taxes, to supply labour, material and equipment necessary to upgrade the Court Lighting Levels at the Hamilton Tennis Club in accordance with specifications issued by the Manager of Purchasing and Vendor's quotations.

NOTE: Lowest evaluated of seven (7) quotations received. Funds provided in Hamilton Tennis Club, Court Lighting Levels Account No. 0408 U7287.

Respectfully Submitted

MAYOR R. M. MORROW, CHAIRMAN
EXECUTIVE COMMITTEE

J. J. Schatz, Secretary

1987 April 30
1987 May 7

*Bill A-18 Added During Council

**SECTION 10 Added During Council

05/12/87

City of Hamilton
Treasury

SUMMARY OF CAPITAL PROJECTS IN PROGRESS

(000's)

as at March 31, 1987

Item No.	Project Description	Month/Year of Project		Gross Cost	Expended and Committed	Balance Available	Is the Project on Target?	
		Start (3)	Finish (4)				Yes or No Construction	Budget
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
<u>General Administration</u>								
1	Energy Conservation Program - 1983	07/83	12/87	200	172	28	Yes	Yes
2	Ceramic Belting Replacement and Window Repair - City Hall	01/85	06/87	100	60	40	Yes	Yes
3	Energy Conservation Projects - City Hall	06/84	12/87	600	64	536	Yes	Yes
4	Capital Construction Grant - General Hospital	10/85	04/87	870	856	14	Yes	Yes
6	Major Maintenance to Civic Buildings	05/86	12/87	200	190	10	Yes	Yes
9	Treasury Department Computer Program - Data Base and Fourth Generation Language	09/86	12/89*	550	Nil	550	Yes	Yes
10	Handicapped Access to Recreational Buildings	09/86	12/88	100	Nil	100	Yes	Yes
11	Energy Conservation Projects	05/86	12/87	50	Nil	50	Yes	Yes
12	Construction Costs/Accommodation Requirements - Aldermen's Offices	06/86	05/87	620	599	21	Yes	Yes
13	Construction Costs/Accommodation Requirements - City Hall	07/86	12/87	88	43	45	Yes	Yes
<u>(51-100) Protection to Persons & Property</u>								
52	Fire Stn. E. Mountain - Limeridge Rd. & Upper Ottawa St./Construction	05/87	12/87*	960	49	911	Yes	Yes

City of Hamilton
Treasury

SUMMARY OF CAPITAL PROJECTS IN PROGRESS
(000's)
as at March 31, 1987

Item No.	Project Description	Month/Year of Project		Gross Cost	Expended and Committed	Balance Available	Is the Project on Target?	
		Start (3)	Finish (4)				Yes or No Construction	Budget
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
(51-100) Protection to Persons & Property - Continued								
53	Fire Stn. E. Mountain, Limeridge Rd. & Upper Ottawa - Vehicle Purchase	06/86	11/87*	275	258	17	Yes	Yes
54	Fire Stn. - Stone Church Road & Upper Wellington/Land Acquisition	08/86	09/87	160	1	159	Yes	Yes
988								
(101-150) Department of Transportation								
102	Land Acquisition - Fessenden & Gurnett Neighbourhoods	1986	1987	365	Nil	365	Yes	No*
103	Road Access - Riverdale East Neighbourhood	08/86	10/88	377	16	361	No	Yes
104	MacNab & Mary Street Bridges Over C.N. Rail & Parkdale Bridge	08/86	12/87	135	10	125	Yes	Yes
105	Over Lawrence Road	1986	1987	750	Nil	750	Yes*	Yes
106	Windermere Basin - Clean Up Roxborough Avenue Reconstruction	06/86	08/87	390	357	33	Yes	Yes
(201-250) Parking Authority								
201	Victor K. Copps Trade Centre/Arena Parking Facilities	02/84	Unknown	1,700	1,431	269	No	Yes
202	Victor K. Copps Trade Centre/Arena Parking Facilities Additional Costs	09/85	Unknown	590	258	332	No	Yes
203	Parking Facility in Southeast Quadrant	1986	Unknown	800	Nil	800	Yes	Yes

05/12/87

City of Hamilton
Treasury

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SUMMARY OF CAPITAL PROJECTS IN PROGRESS

(000's)
as at March 31, 1987

Item No.	Project Description	Month/Year of Project		Gross Cost	Expended and Committed	Balance Available	Is the Project on Target?	
		Start (3)	Finish (4)				Yes or No Construction	Budget (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
(251-300)								
Department of Public Works								
251	Replacement of Wentworth Street Steps - Lower Section	10/85	06/87	230	171	59	Yes	Yes
253	Addition/Alterations to Yard Bldg. Brampton St. Dist. Yard #3	12/85	06/87	293	293	Nil	Yes	Yes
254	Replacement of James Street Steps	05/86	09/87	300	90	210	Yes	Yes
255	Construction of Salt Dome - Chedoke Maintenance Depot	05/86	08/87	131	103	28	Yes	Yes
256	Centralized Computer Fuel System	05/86	07/87	300	Nil	300	Yes	Yes
257	Water Course Drop Structure - West of 350 Quigley Road	05/86	12/87	100	Nil	100	Yes	Yes
(301-350)								
Department of Culture & Recreation								
301	Replacement of Ice Making System - Coronation Arena	05/86	08/87	725*	488	237	Yes	Yes
302	Parkland Acquisition Programme	01/85	Unknown*	500	1	499	Yes	Yes
303	Replacement of Ice Making System - Inch Park Arena	10/85	08/87	900*	683	217	Yes	Yes
304	Replacement of Ice Making System - Parkdale Arena	05/86	08/87	725*	532	193	Yes	Yes
306	Replacement of Ice Making System - Eastwood Arena	05/86	08/87	725*	589	136	Yes	Yes
308	Replacement of Ice Making System - Scott Park Arena	05/86	09/87	600*	411	189	Yes	Yes
309	Construction of West Mountain Twin Arena - Mohawk and Upper Horning	Unknown	Unknown	6,605	191	6,414	Yes	Yes

SUMMARY OF CAPITAL PROJECTS IN PROGRESS
(000's)

as at March 31, 1987

Item No.	Project Description	Month/Year of Project		Gross Cost	Expended and Committed	Balance Available	Is the Project on Target?	
		Start	Finish				Yes or No	Budget
(351-400) Parks Division								
351	Ivor Wynne Stadium - Rehabilitation of N/S Stands - Press Boxes, Etc.	04/86	12/88	1,275	618	657	Yes	Yes
352	Ivor Wynne Stadium - Rehabilitation of North/South Stands	04/85	06/88	625	358	267	Yes	Yes
353	Mohawk Sports Park (Stage IV)	10/82	08/87	550	462	88	Yes	Yes
354	Waterfront Parks Development - Study Phase	09/84	12/87*	150	139	11	Yes	Yes
355	Mohawk Sports Park (Stage V)	08/85	07/87	650	631	19	Yes	Yes
356	Chedoke Golf Course Storage and Workshop	06/86	12/86	161	Nil	161	<div><div></div>No</div>	Yes
357	Track Facility - Mohawk Sports Park	05/86	10/87	300	Nil	300	<div><div></div>No</div>	Yes
358	Floodlighting Fields - Mohawk Sports Park	10/86	06/87*	120	Nil	120	Yes	Yes
359	Waterfront Parks Development - Environmental Study	06/86	12/86	600	603	(3)	Yes	Yes
360	Waterfront Parks Development - Consulting Services	06/86	12/87*	200	101	99	Yes	Yes
361	Half-way House - Chedoke Golf Course	05/86	06/87	60	59	1	Yes	Yes
(401-450) Victor K. Copps Trade Centre/Arena								
401	Central Utilities Plant - New Equipment	05/85	06/87	316	269	47	Yes	Yes
402	Victor K. Copps Trade Centre/Arena	08/83	12/90	41,179	39,844	1,335	Yes	Yes
403	Automated Facilities Management Computer System	06/86	12/88	83	4	79	Yes	Yes

05/12/87

05/12/87

SUMMARY OF CAPITAL PROJECTS IN PROGRESS

(000's)
as at March 31, 1987

Item No. (1)	Project Description (2)	Month/Year of Project Start (3)	Finish (4)	Gross Cost (5)	Expended and Committed (6)	Balance Available (7)	Is the Project on Target? Yes or No Construction (8)	Budget (9)
(501-550)								
Hamilton & Public Library Board								
501	Kenilworth Branch Renovations	05/86	10/87	471	66	405	Yes	Yes
(651-700)								
Hamilton Convention Centre								
651	Hamilton Convention Centre Furniture & Equipment	06/86	06/87	62	20	42	Yes	Yes
(701-750)								
Community Development Department								
701	Downtown Action Plan - Phase III B	07/86	07/87*	1,300	1,221	79	Yes	Yes
702	Downtown Action Plan - Phase II	07/85	07/87*	1,603	1,593	10	Yes	Yes
703	Downtown Action Plan - Gore Park Area & Extension	07/83	12/87	3,529	3,445	84	Yes	Yes
704	James St. North Streetscape	07/86	12/88	1,764	60	1,704	Yes	Yes
705	Facade Improvement Program	05/86	12/87*	100	100	Nil	Yes	Yes

Schedule "B" as referred
to in Section 8 of the
ELEVENTH Report of the
Executive Committee

PROPOSED
SAMPLE MONTH

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 10:30 Legislation Committee	2 10:30 Legislation Committee	3	4
			2:00 Plan & Dev. Comm			
5	6	7	8	9	10	11
	9:30 Parks & Rec.	9:00 Personnel Committee				
	2:00 Trans. & Enviro	2:00 Finance Comm.	2:00 Executive Comm			
	7:30 Reg. Council					
12	13	14	15	16	17	18
	8:30 Econ. Dev. & Planning	11:00 Health & Soc. Services	11:00 Fin. & Personnel	10:30 Legislation Committee		
	2:00 Transportation	2:00 Plan & Dev. Comm				
	7:30 City Council					
19	20	21	22	23	24	25
	9:30 Parks & Rec.	9:00 Personnel Comm.				
	2:00 Trans & Enviro	2:00 Finance	2:00 Executive Comm			
	7:30 Reg. Council					
26	27	28	29	30		
	8:30 Econ. Dev. & Planning	11:00 Leg. & Recept	2:00 Plan & Dev. Comm	10:30 Legislation Committee		
	2:00 Engineering	2:00 Airport				
		7:30 City Council				

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Transport and Environment Committee respectfully recommends its EIGHTH Report for 1987 and recommends:

1. That purchase orders be issued to the following:

- (a) Durocher Machinery Ltd., Rexdale in the amount of \$16,011 including applicable taxes and trade-in for the supply and delivery of One (1) Winona Van Norman Brake Lathe in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Capital Account #0408-L 75221.

- (b) G.C. Duke Equipment Ltd., Burlington the amount of \$19,685.86 including applicable taxes for the supply and delivery of One (1) Trailer Mounted Leaf Vac for Central Garage in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Only tender received. Funds have been provided in Emergency Snow Removal Reserve Account #0280-29.

- (c) Altruck Transportation Services, Hamilton in the amount of \$72,026.70 including applicable taxes for the supply and delivery of One (1) 5 Ton Heavy Duty Snow Plow and Sanding Truck Complete for Central Garage in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Capital Account 0408-V7291 - New Equipment - Streets Division.

- (d) Altruck Transportation Services, Hamilton in the amount of \$76,986.15 including applicable taxes for the supply and delivery of One (1) 20 Cubic Yard Garbage Packer Complete for Central Garage in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest total acquisition cost of six (6) tenders received. Funds provided in Capital Account 0408-V7291 - New Equipment - Streets Division.

- (e) Altruck Transportation Services, Hamilton in the amount of \$168,845.30 including applicable taxes for the supply and delivery of Two (2) 25 Cubic Yard Garbage Packers Complete for Central Garage in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest total acquisition cost of six (6) tenders received. Funds provided in Capital Account 0408-V7290 - New Equipment - Sanitation Division.

- (f) Holland Chevrolet Oldsmobile Inc., Burlington in the amount of \$74,527.40 including applicable taxes for the supply and delivery of Four (4) 3/4 Ton Pickup Trucks Complete for Central Garage in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of four (4) tenders received. Funds have been provided in Emergency Snow Removal Reserve Account #0280-29.

- (g) Denron Restoration & Contracting, Hamilton in the amount of \$12,544 including applicable taxes for the installation of 50 Single Head and 78 Double Head Parking Meter Posts and Inserts in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Lowest of two (2) quotations received. Funds have been provided in Parking Meters, Barton Street and Parkdale Avenue, Contractual Services Account #0345-4119.

- *2. (a) That the Mayor and City Clerk be authorized to execute an agreement with Geoffrey M. Boyd and Jody Boyd, 16 Searle Street, granting them a licence to use, during the pleasure of City Council, a 40 ft. strip of land extending from Rosedene Avenue northerly to Bull's Lane for ingress and egress only for an annual fee of \$1.00.

It is understood and agreed:

- (i) that the owners of 16 Searle Street will pave with asphalt an area 21' x 15' between the westerly limit of 16 Searle Street, and the paved City lands to provide a good base for vehicle access to their rear yard. All work is to be carried out to the satisfaction of the Director of Public Works.

- (ii) that a policy of public liability insurance, with the City named as the insured therein, in an amount not less than \$500,000 will be provided and maintained.

- (b) That the City Solicitor be directed to prepare the necessary licence agreement.

*SECTION 2 REFERRED BACK

3. That an Option to Purchase land for the extension of Guildwood Drive from The Board of Education for the City of Hamilton duly executed on April 24, 1987 and scheduled for closing on or before July 6, 1987 be completed.

NOTE: The subject property will form part of Guildwood Drive and contains an area of 1,506.9m² (.372 acres) and is more particularly known as Part 2 on Plan RB-H-341 Surveys. The purchase price of \$22,792.51 is to be charged to account 0408-373336.

4. That the City Solicitor be authorized and directed to undertake the preparation of a by-law to amend By-law 78-94, Appointing Municipal Weed Inspectors under The Weed Control Act, by:-
 - (a) appointing Mr. Joe Pavelka, Director of Public Works, Chief Weed Inspector, to enforce the Weed Control Act in the City of Hamilton.
 - (b) consolidating all previous appointments, and
 - (c) replace previous inspectors by 6 new appointees.
5.
 - (a) That the functional drawing concept for the proposed Maintenance Facility on Rymal Road, east of Mount Hamilton Cemetery, reviewed by the Transport and Environment Committee at its meeting held 1987 May 4, be approved.
 - (b) The Director of Public Works be authorized to make application to the Committee of Adjustment for a variance to permit the yard to be within 500 feet of a municipal boundary rather than the required 800 feet.
 - (c) The Director of Real Estate be authorized and directed to retain the necessary consultants to design, prepare the contract drawings and specifications and then to supervise the construction of the Maintenance Facility.

EXPLANATORY NOTE: The proposed Maintenance Facility has been approved in the Capital Budget for construction to commence in 1987.

6. That the Public Works Department continue to enter onto private property within the Municipality of Hamilton, for the purpose of destroying noxious weeds in compliance with the "Weed Control Act" and that a rate of \$50 per hour be established and approved.

7. That the following organizations be permitted to display a promotional banner across Main Street West, in front of City Hall, on the dates indicated below, subject to the policy guidelines and conditions approved by City Council on October 29, 1985 and September 30, 1986.

- (a) Hamilton Wentworth Lung Association
November 30, 1987 to December 14, 1987
MESSAGE: LUNGS ARE FOR LIFE - PLEASE GIVE TO CHRISTMAS SEALS
- (b) Hamilton Place
June 29 1987 to July 5, 1987
MESSAGE: CAMELOT STARRING RICHARD HARRIS
- (c) Art Gallery of Hamilton
November 9, 1987 to November 16, 1987
MESSAGE: ART GALLERY FAIR - NOVEMBER 13 AND 14
- (d) Hamilton Theatre Incorporated
July 13, 1987 to July 20, 1987
MESSAGE: HAMILTON THEATRE INC. PROUDLY PRESENTS PETER PAN,
THE MUSICAL JULY 10, 11, 12, 17, 18, 19, 24, 25 -
SIR JOHN A. MACDONALD THEATRE
- (e) Metropolitan Hamilton Basketball School
July 20, 1987 to July 27, 1987
MESSAGE: WELCOME U.S. COLLEGE AND CANADIAN COLLEGE COACHES TO
CANADIAN BASKETBALL SUPER CAMP
- (f) Hamilton and District Labour Council
August 31, 1987 to September 7, 1987
MESSAGE: LABOUR DAY PARADE AND PICNIC - DUNDURN PARK
- (g) Hamilton Art Gallery
August 10, 1987 to August 17, 1987
MESSAGE: IN SEARCH OF THE MARY ROSE: HENRY VIII'S LOST WARSHIP -
EXCLUSIVE CANADIAN SHOWING - ART GALLERY OF HAMILTON -
JULY 31 TO SEPTEMBER 13, 1987

8. That the application of John W. Logan, Solicitor, on behalf of the owner of 263, 265 & 267 MacNab Street North, the estate of Grazia Agro or in the event that the sale of the above property is concluded prior to registration of the encroachment agreement, Peter Barretto (in trust), the purchaser of said property, to retain the following inadvertent encroachments at 267 MacNab Street North consisting of:

- (a) On MacNab Street - Brick building, 0.13 m by 3.89 m
- (b) On Murray Street - Brick building, 0.052 m by 10.06 m

be approved during the pleasure of City Council, provided:

- (a) That the owner(s) enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk and City Treasurer be authorized to sign and execute all necessary documents to implement this agreement.
9. That the application of Alexander Mouriopoulos, Solicitor, on behalf of the present owner of 126 and 128 Robert Street, Constantino Tyrosvoutis or in the event that the sale of the above property is concluded prior to registration of the encroachment agreement, 471201 Ontario Limited, the purchaser of said property, to retain the following inadvertent encroachment consisting of a wood verandah, steps and railings, 1.75m by 4.33m, be approved during the pleasure of City Council, provided:
- (a) That the owner(s) enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125, and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk and City Treasurer be authorized to sign and execute all necessary documents to implement this agreement.
10. That the application of Mark Durward, Solicitor, on behalf of the present owner(s) of 413 Catharine Street North, Gilberto Ferreira and Maria Ferreira, to retain the following inadvertent encroachments consisting of a wood verandah, step, porch overhang and iron railings, 0.65m by 1.92m, be approved during the pleasure of City Council, provided:
- (a) That the owner(s) enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125, and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk and City Treasurer be authorized to sign and execute all necessary documents to implement this agreement.

11. WHEREAS, The City of Hamilton, assumed a subdivision agreement by annexation from the Township of Barton;

WHEREAS, The Township of Barton had entered into a subdivision agreement, registered on 1953 July 6 as Instrument No. 45908, concerning certain improvements in Orchard Crest Survey; and

WHEREAS, all required matters have been completed, IT IS NOW RESOLVED that the City Solicitor be directed to take the necessary steps to prepare a discharge and the Clerk and Mayor be authorized to execute the necessary documents to discharge an agreement, registered on 1953 July 6 as Instrument No. 45908, between The Township of Barton and Young for Orchard Crest Survey.

12. WHEREAS, The Board of Education for the City of Hamilton, and the Hamilton-Wentworth Roman Catholic Separate School Board signed in 1980 an agreement with the City concerning the recovery of City service costs along new streets,

WHEREAS, the said agreement stated that the two (2) Boards would voluntarily pay for services on a basis similar to the Local Improvement Act charges,

WHEREAS, the said agreement stated that the agreement should run for five (5) years, it is now RESOLVED that:-

- (a) the Mayor and Clerk be authorized to execute a renewal agreement for the agreement dated April 8, 1980, between the City and the Board of Education for the City of Hamilton and the Hamilton-Wentworth Roman Catholic Separate School Board;
 - (b) the said agreement is to be prepared by the City Solicitor; and
 - (c) staff be authorized to meet with the Boards of Education as required to implement this decision.
13. That the City Solicitor be authorized and directed to prepare a By-law to incorporate the following after he has been advised by the City Treasurer and the Regional Commissioner of Finance that all costs for services have been recovered:
- (a) Block 27 on proposed plan Villa d'Este Gardens Phase 2, Parts 2, 4, 6, 8, 9, 18, 19, 20, 21 on Plan 62R-8070, and Parts 1, 2 and 3 on Plan 62R-6969 as part of Independence Drive.
 - (b) Parts 1, 3, 5, 7, 10, 11, 12, 13, 14, 15, 16 and 17 on Plan 62R-8070, and Parts 4, 5, 6 and 12 on Plan 62R-6969 as part of Templemead Drive.

- (c) Parts 7, 8, 9, 10, 11 and the south easterly portion of Part 14 on Plan 62R-6969 as Silverton Drive.

That the City Solicitor be directed to apply to the Region for approval to open up Silverton Drive pursuant to Section 48(3) of the Regional Municipality of Hamilton-Wentworth Act.

14. That the application of 488248 Ontario Limited, operating Ray's Place/The Boat House Restaurant, at 303 Dundurn Street South, to retain their outdoor boulevard cafe on the road allowance of Stanley Avenue, measuring 3.04 m (10 ft.) by 9.44 m (31 ft.) consisting of concrete paved surface and ornamental wrought iron enclosure maximum height 1.21 m (4 ft.) around the cafe perimeter be approved, during the pleasure of Council provided that:
- (a) The owners prepare a Licensing agreement, satisfactory to the City Solicitor, and the Commissioner of Transportation, to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b)
 - (i) A Seasonal Licence (from May 1 to October 31), fee of \$77.50, "plus any costs that may be assessed or incurred by the Municipality, as a result of the approval granted by this license" be set for this privilege.
 - (ii) An annual fee of \$35 be set for the privilege of retaining the outdoor service structure on the road allowance from November 1 to April 30; and,

The total fee of \$112.50 shall be due and payable to the Corporation, 30 days from the date of this resolution.
 - (c) The owners provide proof of \$1,000,000 public liability insurance, naming the City of Hamilton as an added insured party, with a provision for cross-liability, and deliver the policy, or a certified copy or certificate thereof to the City Solicitor, and maintain the policy during the currency of the agreement, and deliver annually a renewal certificate of the policy to the City Clerk.
 - (d) That the owners conform without exception, to the "Proposed Policy Procedure Guidelines for Outdoor Boulevard Cafes" as adopted by Council on August 28, 1984; and as amended on July 30, 1985.

15. That the application of Ms. L. VanDanne, proprietor of "The Orchid Cafe - Restaurant" at 21 Augusta Street, on behalf of the owners of 21 Augusta Street, George and Arlene Britton, requesting permission to establish an outdoor boulevard cafe, measuring 4.17 m (13.70') by 7.64 m (25.08'), on the boulevard of Augusta Street, consisting of patio stone paved surface and ornamental iron boundary fence, maximum height 1.21 m (4.0'), around the cafe perimeter be approved, during the pleasure of Council, provided that:
- (a) The owners prepare a Licensing Agreement, satisfactory to the City Solicitor, and the Commissioner of Transportation, to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$429.76, and subsequent Seasonal Licence (from May 1 to October 31), fee of \$238.76 "plus any costs that may be assessed or incurred by the Municipality, as a result of the approved granted by this licence" be set for this privilege, which fee shall be due and payable to the Corporation, 30 days from the date of this resolution, satisfactory to the City Solicitor.
 - (c) The owners may occupy the licenced area of the boulevard from May 1 to October 31, and all furniture, equipment, etc., must be removed from the area at all other times.
 - (d) The owners provide proof of \$1,000,1000 public liability insurance, naming the City of Hamilton as an added insured party, with a provision for cross-liability, and deliver the policy, or a certified copy or certificate thereof to the City Solicitor, and maintain the policy during the currency of the agreement, and deliver annually a renewal certificate of the policy to the City Clerk.
 - (e) The owners conform without exception, to the "Proposed Policy and Procedure Guidelines for Outdoor Boulevard Cafes" as adopted by Council on August 28, 1984; and as amended on July 30, 1985.
16. That the application of O/A 668517 Ontario Inc., proprietor of the "Crossroad's Restaurant" and Cameron and Johnson lessors for Loblaw's, lessors from the owners London Life Mutual, of the property at 1120 Main Street East, requesting permission to establish an outdoor boulevard cafe on the road allowance of Rosslyn Avenue, measuring 4.87 m (16'-0") by 9.14 m (30'-0") consisting of asphalt paved surface and ornamental metal railing around cafe perimeter, maximum height 1.21 m (4'-0") high, be approved during the pleasure of Council, provided that:

- (a) The owners prepare a Licensing Agreement, satisfactory to the City Solicitor and the Commissioner of Transportation, to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$206, and subsequent Seasonal Licence (from May 1 to October 31), fee of \$180, "plus any costs that may be assessed or incurred by the Municipality, as a result of the approval granted by this licence" be set for this privilege, which fee shall be due and payable to the Corporation, 30 days from the date of this resolution, satisfactory to the City Solicitor.
 - (c) The owners may occupy the licenced area of the boulevard from May 1 to October 31, and all furniture, equipment, etc., must be removed from the area at all other times.
 - (d) The owners provide proof of \$1,000,000 public liability insurance, naming the City of Hamilton as an added insured party, with a provision for cross-liability, and deliver the policy, or a certified copy or certificate thereof to the City Solicitor, and maintain the policy during the currency of the agreement, and deliver annually a renewal certificate of the policy to the City Clerk.
 - (e) The owners conform without exception, to the "Proposed Policy and Procedure Guidelines for Outdoor Boulevard Cafes" as adopted by Council on August 28, 1984; and as amended on July 30, 1985.
17. That the application of Mr. David Ivory, proprietor of the proposed restaurant "Ivory's" and being the owner of 25 Hess Street South, requesting permission to establish an outdoor boulevard cafe, measuring 2.89 m (9'-6") by 7.92 m (26'-0"), on the boulevard of Hess Street, consisting of paving stone surface, a canvas canopy 1.21 m (4'-0") wide and 1.21 m (4'-0") high, having a minimum clearance above the cafe surface of 2.43 m (8'-0"), and ornamental metal railing around the cafe perimeter, maximum height 1.21 m (4'-0"), be approved, during the pleasure of Council provided that:
- (a) The owners prepare a Licensing Agreement satisfactory to the City Solicitor and the Commissioner of Transportation, to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$302.15 and subsequent Seasonal Licence (from May 1 to October 31) fee of \$111.15, "plus any costs that may be assessed or incurred by the Municipality, as a result of the approval granted by this licence" be set for this privilege, which fee shall be due and payable to the Corporation, 30 days from the date of this resolution, satisfactory to the City Solicitor.

- (c) The owners may occupy the licenced area of the boulevard from May 1 to October 31, and all furniture, equipment, etc., must be removed from the area at all other times.
 - (d) The owners provide proof of \$1,000,000 public liability insurance, naming the City of Hamilton as an added insured party, with a provision for cross-liability, and deliver the policy, or a certified copy or certificate thereof to the City Solicitor, and maintain the policy during the currency of the agreement, and deliver annually a renewal certificate of the policy to the City Clerk.
 - (e) The owners conform without exception, to the "Proposed Policy and Procedure Guidelines for Outdoor Cafes" as adopted by Council on August 28, 1984; and as amended on July 30, 1985.
18. That representation be made by the City of Hamilton to the Federal Minister of Transport to expedite the approvals necessary to abandon the portion of the C.N. Rail Hagersville Subdivision between Barton Street and Rymal Road in the City of Hamilton.

EXPLANATORY NOTE: The Commissioner of Transportation has been meeting with the Canadian Transport Commission (C.T.C.) and the Canadian National Railways (C.N. Rail) to discuss the possible abandonment of a portion of C.N. Rail's Hagersville Subdivision. This includes the Ferguson Avenue trackage in the City of Hamilton between Barton Street and Rymal Road.

19. (a) That the Commissioner of Transportation be authorized to issue two (2) purchase orders on behalf of the City of Hamilton as follows:
- | | |
|-----------|----------|
| C.P. Rail | \$49,835 |
| C.N. Rail | \$99,665 |
- for annual maintenance of automatic protection at level railway crossings on City of Hamilton Streets for 1987.
- (b) That the expenditures be charged to Account No. 0352-0361 (Railway Crossing Maintenance).
20. That:
- (a) eastbound traffic on Mitchell Avenue be required to stop for northbound and southbound traffic on Warren Avenue; and
 - (b) the City Traffic By-law 66-100 be amended accordingly.

21. That:

- (a) northbound traffic on East 41st Street be required to stop for eastbound and westbound traffic on Sunninghill Avenue; and
- (b) the City Traffic By-law 66-100 be amended accordingly.

22. That:

- (a) westbound traffic on Anthony Street be required to stop for northbound and southbound traffic on Guildwood Drive; and
- (b) the City Traffic By-law 66-100 be amended accordingly.

23. That an "overhead signal flasher" be installed at the intersection of Charlton Avenue West and Locke Street South.

24. That:

- (a) two-way stop control be implemented at the intersection of Charlton Avenue West and Kent Street; and,
- (b) the City Traffic By-law 66-100 be amended accordingly.

25. That:

- (a) parking be prohibited on the south side of Southbend Road West between Upper James Street and West 1st Street; and
- (b) the City Traffic By-law 66-100 be amended accordingly.

26. That:

- (a) a "One Hour Parking Time Limit, 8:00 a.m. to 8:00 p.m., Monday to Friday" regulation be implemented on both sides of Nancy Street between Queensdale Avenue and Everton Place; and,
- (b) the City Traffic By-law 66-100 be amended accordingly.

27. That:

- (a) the existing parking prohibition on the west side of Earl Street, commencing at Barton Street East and extending to a point 186 feet northerly therefrom be shortened, such that the regulation extends to a point 178 feet north of Barton Street East; and,
- (b) the City Traffic By-law 66-100 be amended accordingly.

28. That:

- (a) the existing "No Stopping, 7:00 a.m. to 9:00 a.m., Monday to Friday" regulation on the north side of Markland Street, commencing at James Street South and extending to a point 220 feet westerly therefrom be deleted; and,
- (b) a full time "No Stopping" regulation be implemented on the north side of Markland between James Street and a point 75 feet westerly therefrom; and,
- (c) the City Traffic By-law 66-100 be amended accordingly.

29. That, in accordance with the recommendations of the Hamilton-Wentworth Regional Police Department;

- (a) the school traffic officer at Mohawk Road and Moxley Drive be retained; and,
- (b) the school traffic officer at Nash Road and Dover Drive be removed from the lunch time crossing period; and,
- (c) the school traffic officer at Upper Ottawa Street and Anson Avenue be removed, and the officer be stationed at the crossing for two or three days to direct children to travel one block southerly to cross with the traffic signal at Upper Ottawa Street and Larch Street; and,
- (d) the school traffic officer at the signalized intersection of Mohawk Road and Magnolia Drive be removed; and,
- (e) the school traffic officer at Limeridge Road and Lennox Street be removed; and
- (f) the school traffic officer at Lawrence Road and Bettina Avenue be removed; and,
- (g) the school traffic officer at Kingfisher Drive and Curlew Avenue be removed.

30. That, in accordance with the request by the Hamilton Street Railway Company;

- (a) buses be permitted to operate northbound on Pritchard Road between Rymal Road and Stone Church Road; and

- (b) the following new bus stop locations be approved;
 - Upper Ottawa - northbound - Pritchard at Rymal (FS)
 - Pritchard at Highland
- (c) and that the City Traffic By-law 66-100 be amended accordingly.

31. That:

- (a) stopping be prohibited on the south side of Napier Street between Queen Street North and a point 50 feet easterly therefrom; and,
- (b) the City Traffic By-law 66-100 be amended accordingly.

32. That:

- (a) a "Commercial Vehicle Loading Zone, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation be implemented on the east side of Cathcart Street, commencing at a point 44 feet north of Wilson Street and extending to a point 28 feet northerly therefrom; and,
- (b) the City Traffic By-law 66-100 be amended accordingly.

33. That the application by Comcare Limited to lease a portion of the boulevard of Gladstone Avenue adjacent to 600 Main Street East be approved, provided that:

- (a) The applicant pays the annual fee in accordance with the fee structure approved by the City Council on 1986 March 25 (current rate is \$100 per year), plus taxes, if any, in addition to the \$10 annual encroachment insurance charge approved by City Council on 1984 February 14.
- (b) The owner pays a one time \$25 registration fee, as approved by the City Council on 1986 January 14.
- (c) The owner complies with the requirements as set out in the policy approved by the City Council on 1975 June 24, respecting using a portion of the road allowance for parking purposes.
- (d) The parking area, and other structures, as approved by the Director of Traffic Services be constructed and maintained at the owner's expense.
- (e) The owner executes an agreement, satisfactory to the City Solicitor, to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.

34. That;

- (a) no action be taken in regard to the request for an additional stop sign on Stinson Street between Victoria and Wentworth; and,
- (b) no action be taken in regard to the implementation of turn prohibitions at the intersection of Wentworth Street South and Stinson Street; and,
- (c) the Director of Traffic Services be directed to circularize the residents of the three blocks of Stinson Avenue between Emerald and Ontario in regard to their opinion of the removal of parking from the south side of Stinson Avenue in that three block section; and,
- (d) in accordance with the recommendation of the Hamilton-Wentworth Regional Police Department, the existing hours of operation of the school crossing guard at the intersection of Stinson and Ontario be maintained; and,
- (e) the existing directions of one-way operation of Rutherford and Cumberland Avenues be maintained.

35. That:

- (a) the existing "No Stopping" traffic signal clearance on the west side of Hess Street North, commencing at York Boulevard and extending southerly to Peter Street (117 feet) be shortened, such that it commences at York Boulevard and extends to a point 75 feet southerly therefrom; and,
- (b) a parking prohibition be implemented on the west side of Hess Street North, commencing at a point 75 feet south of York Boulevard and extending to Peter Street; and,
- (c) a "Two Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation be implemented on the south side of Peter Street commencing at a point 108 feet west of Hess Street North and extending to a point 60 feet westerly therefrom; and,
- (d) the City Traffic By-law 66-100 be amended accordingly.

- *36. That a general policy be confirmed that parking tags not be issued to vehicles parked illegally on a designated snow route during a declared snow emergency:

- (a) for a period of six hours after the snow emergency is declared by the Chief of Police if the snow emergency is called between the hours of 7:00 a.m. and 10:00 p.m.; or,
- (b) until after 10:00 a.m., if the snow emergency is called between the hours of 10:00 p.m. and 7:00 a.m.

37. That:

- (a) the Ottawa Street Business Improvement Association be authorized to bag the parking meters on the east side of Ottawa Street between Main and Cannon Streets on 1987 June 11, 12 and 13; and,
- (b) motorists be permitted to park free of charge at the parking meters during the same hours; and,
- (c) the Business Improvement Association pay to the City \$58.20 per day to account for the income lost to the City.

38. (a) That the Corporation of the City of Hamilton as expropriating authority, apply to the Council of the City of Hamilton as approving authority for approval to expropriate the following land from Peter Rybak for roadway and municipal purposes.

Land at the rear of 163 Centennial Parkway North more particularly described as follows:

Part of Lot 27, Concession 2, in the former geographic Township of Saltfleet being designated as Part 1, Plan 62R-8672, in the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, Registry Division of Wentworth (No. 62).

- (b) That the City Clerk be authorized and directed pursuant to The Expropriations Act to:
 - (i) Give notice of the City's application to all owners, registered owners and tenants (as defined in The Expropriation Act) of the said lands;
 - (ii) Advertise Notice of the City's application in the newspaper as required by The Expropriations Act;
 - (iii) Sign and receive the said application for approval to expropriate.

39. That leave be granted to introduce the following bills:

- (a) Bill B-32 - By-law to Incorporate Part of Part 3, Plan 62R-5842 into Kingfisher Drive.
- (b) Bill B-33 - By-law to Incorporate Block "F", 1 Plan M-259 and Block 9, Plan 62M-412 into Leggett Crescent.
- (c) Bill B-34 - By-law to Incorporate Block 24, Plan 62M-492 into Guildwood Drive.
- (d) Bill B-35 - By-law to Incorporate Blocks 38 & 39, Plan 62M-480 into Cherryridge Close.
- (e) Bill B-36 - By-law to Incorporate Block "AX", Plan M-187 into Rexford Drive.
- (f) Bill B-37 - By-law to Incorporate Block 26, Plan 62M-462 into Parkwood Crescent.
- (g) Bill B-38 - By-law to Incorporate Block 58, Plan 62M-432 into Rockway Court.
- (h) Bill B-39 - By-law to Incorporate Block 59, Plan 62M-432 into Parkwood Crescent.
- (i) Bill B-40 - By-law to Incorporate Block 57, Plan 62M-462 into Parkwood Crescent.
- (j) Bill B-41 - By-law to appoint Municipal Weed Inspectors.
- (k) Bill B-42 - By-law to Amend By-law No. 66-100 to Regulate Traffic.
- (l) Bill B-43 - By-law to Amend By-law No. 66-100 to Regulate Traffic.

RESPECTFULLY SUBMITTED,

ALDERMAN G. COPPS,
ACTING CHAIRMAN

John D. Thompson, Acting Secretary
Transport & Environment Committee

1987 May 4

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Parks and Recreation Committee presents its **NINTH** Report for 1987 and respectfully recommends:

- *1. That an Offer to Purchase the property south of 120 Hillview Avenue executed by Gerard and Eileen Kinsella on March 27, 1987 and scheduled for closing on June 29, 1987 be approved and completed. The purchase price of \$3 400. is to be credited to Account No. 0280-11 (Lands conveyed to the City for Public Purpose). A deposit in the amount of \$340. in the form of a Money Order is being held by the City Treasurer pending approval of this transaction.

NOTE: The subject property contains 318.42 m² (3,427.55 square feet) is shown as Part 1 on Plan 62R-7591, together with a right-of-way over Part 2 for ingress and egress to the subject parcel and 120 Hillview Avenue.

2. That a purchase order be issued to **Mercury Sheet Metal, Hamilton, Ontario** in the amount of \$23 455 including all applicable taxes to supply all materials, labour and equipment for installation of a new Heating/Air Conditioning System at the Tiger Cat Training Facilities at Ivor Wynne Stadium in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: As this work is to be completed prior to the start of the football season, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

Lowest of five (5) quotations received. Funds provided in Ivor Wynne Stadium Capital Budget Account No. 0408-C3625.

3. That a purchase order be issued to **Chipman Inc., Stoney Creek, Ontario** in the amount of \$33,088.77 including all applicable taxes for the supply and delivery of Grub Killer and Crab Grass Preventive in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of three (3) tenders received. Funds provided in Sod, Seeding and Operating Supplies Account No. 0359-0723.

4. That a purchase order be issued to McCracken Golf Supplies Inc., Rexdale, Ontario in the amount of \$38 090.06 including all applicable taxes for the supply and delivery of Fertilizers in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: As this product should be applied immediately, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council".

Lowest acceptable of three (3) tenders received. Funds provided in Stock Account No. 0393-3323.

5. (a) That **no action be taken** at this time on the proposal submission for the operation of Food Services for Dundurn Castle and Park.
- (b) That as an alternative, a refreshment booth be operated directly through the Dundurn Castle Gift Shop during the summer months between the period May 24th to Labour Day.
- (c) That the sum of \$5 500. be allocated from Account No. 0408-N2577 (Furniture, Supplies and Renovations to Dundurn Restaurant) to establish and furnish the refreshment booth referred to above.
- (d) That the present area, designated as the restaurant area, be utilized as part of the Museum to provide for Travelling Exhibits, programming, meeting and staff work area, thereby enabling a considerable expansion of program and services for the local community.

NOTE: All proposals submitted would result in either major initial costs and annual operating costs to the City or long term agreements.

Since the proposal was called, the draft plan for the Dundurn Castle Feasibility Study has been submitted by the Consultant, and incorporated in same is a proposed restaurant facility to be located in the Dundurn Castle Stable area.

Additional space is required for the Museum to meet the Ministry of Citizenship and Culture standards, (i.e. non-public work areas for staff, artifact conservation and programming).

There will be restaurant facilities in the immediate area, (i.e.: Dundurn Inn Restaurant across the street and others being built).

6. That a purchase order be issued to W. H. Reynolds Ltd., Cambridge, Ontario in the amount of \$308,218 including all applicable taxes for the supply, delivery and installation of 3,000 Aluminum Bleachers for the north side and 2,000 Wood Bleachers for the south side of the field at Brian Timmis Stadium in accordance with specifications issued by the Manager of Purchasing and Vendor's proposal.

NOTE: Lowest of three (3) proposals received. Funds provided in Ivor Wynne Stadium Complex Account No. 0408-C36253 (\$310 000).

7. (a) That the existing parkland credit balance of 5,462.375m² (1.349 acres) incurred in the Mohawk Gardens (Phase 3, Stage 2) plan of subdivision, be purchased from 585633 Ontario Inc. for the price of \$114,665., to be charged to Account No. 0280-11.
- (b) That the City Solicitor be directed to initiate action to recover the amount of \$114,665 (plus costs) from Ontario Land Corporation (Successors to Ontario Housing Corporation) for the failure of O.H.C. to convey Block 94, 62M-397 (previously described as Block N, A.J. Clarke draft plan of subdivision dated June 21, 1976) to the City at no cost as required pursuant to an agreement between the parties dated January 18th, 1977 and approved by City Council on January 25th, 1977.

NOTE: In keeping with past City practice, the Committee is recommending the purchase of the balance of the parkland credit owing to 585633 Ontario Inc. This Company is comprised of a number of builders active in the Hamilton market and was incorporated solely as a one-time consortium in order to marshal resources to bid on part of the Mohawk Gardens lands that were publicly tendered by Ontario Land Corporation. To this date no Corporate Search has been undertaken but we have been advised by the company's solicitor that the principals include Evelino Bucci, Louie DiMillo, Anthony Silvestri and Milan Maravich and their associated companies; Bishopsgate Properties Limited, 450478 Ontario Limited, 456229 Ontario Limited, Bucci Brothers Construction Limited and Star Real Estate Limited.

Since 585633 Ontario Inc. will cease operations after completion of this one subdivision, the parkland credit will not be able to be utilized for future developments, and indeed, the cash payment is required for disbursement to the partners in the Company so it can be dissolved. The purchase price of the parkland credit at \$114,665, which reflects the current market value of lands in the "Mohawk Gardens" subdivision, should be charged to Account No. 0280-11.

Inasmuch as the City's original agreement with O.H.C. called for Block "N" to be conveyed to the City at no charge, and, as any requirement to pay compensation to 585633 Ontario Inc. was precipitated by O.H.C.'s failure to comply with the original agreement, these costs should be recovered from O.H.C.

The City Solicitor's Department concurs with these recommendations to pay 585633 Ontario Inc. and initiate action for recovery from O.L.C.

8. (a) That the City of Hamilton establish an Arts Advisory Committee to be comprised of seven (7) citizen members and two (2) elected members.
 - (b) That an advertisement be placed in The Spectator advising any interested citizens to forward their application to the City Clerk.
 - (c) That the Parks and Recreation Committee review all applications and interview the applicants and forward their recommendations to City Council.
9. That approval be given for the following Terms and Conditions relative to the "Country in the City" Musical Concert to be held in Ivor Wynne Stadium on May 31, 1987 of which the staging of same was approved in principle by City Council at its meeting of January 27, 1987, (Item 8 of the Second Report of the Parks and Recreation Committee)
 - i. That inasmuch as City Council adopted a policy on September 18, 1984 of providing City parks and recreation facilities free of charge or user fees in order to assist in the fund raising campaigns association with the expansion of community hospitals, it is recommended that this policy be amended for this event, because of its magnitude, to charge \$7,200., as agreed by the applicant, to offset city labour-related charges associated with this event
 - ii. That the fee as noted in (1.) above, be paid as follows:
 - 50% - 20 hours in advance of the event.
 - 50% - 24 hours following the event

- iii. That the St. Joseph's Hospital Building Campaign is to respect and comply with the terms and conditions of existing agreements between the City and the Tiger Cat/Maple Leaf Gardens Organization, relative to: advertising, souvenirs, and concessions, and the service club relative to stadium parking.
- iv. That the Operational Regulations, Schedule B (Special Event Permit) for the use of Ivor Wynne Stadium be amended as deemed appropriate by the Director of Culture & Recreation to be applicable to this event and provide for:
 - (a) Proof of \$5,000,000. Comprehensive General Liability Insurance for Property Damage and Bodily Injury, inclusive and aggregate, naming the Corporation as additional insured, to be submitted no later than 20 days prior to the event.
 - (b) Submission of a financial statement relative to the event, (14) days thereafter.
 - (c) Adequate police and security supervision as deemed necessary by the Hamilton-Wentworth Regional Police, and assume associated costs thereof.
 - (d) No setting or public access onto the field surface.
 - (e) The method of protection of the field surface, for the purpose of erecting the stage be acceptable to the Parks Division.
 - (f) Deposits, musical royalty fees, bonds, licences, police payments, agreements, as deemed necessary, be delivered by the applicant no later than 20 days prior to the event, in default of which the City may, in its sole discretion, terminate approval of the event, refuse entry to its stadium facility, and treat the contract as breached by the applicant, without recourse by it or anyone else.
 - (g) Ticket sales on a reserved seating basis only.
 - (h) Provision of ticket sales to be made available at the stadium Box Office, through Bass Ticket distributors, between the hours of 12:00 noon and 3:00 pm. the day of the event.

NOTE: The recommendations contained above have been thoroughly reviewed with, and are agreeable to the applicant.

- 10. That the Council of The Corporation of the Regional Municipality of Hamilton-Wentworth be requested to process the necessary documentation, in concert with the Regional Solicitor, to designate a Class I Bikepath running within the road allowance of York Blvd, on Harvey Park, between the McQueston Bridge and Dundurn Park.

NOTE: Bikeway routes have been approved by City Council and the O.M.B. to include this 2 km stretch.

The Public Works Department has developed this asphalt strip which will be signed for bicycles and painted to accommodate two-way cycling.

A Pedestrian walkway will be similarly signed outside of the road allowance at the fenceline of the park overlooking the bay.

Posts will be installed to prevent vehicle traffic, and signage will indicate no motorized vehicles.

The 17 ft. road allowance of York Blvd. requires regional approval and by-law for a Class I Bike route.

All Safety and liability standards will be adhered to.

- * 11. (a) That approval be given to the Radio and Television News Directors Association to host a dinner for the evening of Saturday 1987 June 20 under canopy in the rear garden of Dundurn Castle for approximately 175 people.

- (b) That the appropriate liquor licence be obtained.

- (c) That any staffing costs incurred (security, set-up, clean-up) be charged to the Association.

NOTE: The Radio and Television News Directors Association represents the news directors of all the Radio and TV stations in Canada.

The event staged at Dundurn Castle will provide good media exposure for Dundurn Castle.

- 12. (a) That the Canadian Armed Forces Recruiting Centre be given permission to proceed with their plans to utilize the facilities at Dundurn Castle for their cadet enrollment ceremony on 1987 June 26 from approximately 1:00 - 5:00 p.m.

- (b) That any refreshments served be restricted to the outdoor pavilion and to those areas designated in the Rental Policy.

- (c) That due to the solemnity of the actual enrollment ceremony, access to the ground behind the Castle would be restricted to invited guests only.

*SECTION 11 AMENDED BY ADDING THE FOLLOWING:

- 11. (d) That CHCH Television be authorized to use the Dundurn Park Pavilion for entertainment in connection with the above dinner and that the City Clerk advise the Liquor Licence Board of Ontario that the City of Hamilton has no objection to the granting of a liquor licence for this event.

NOTE: The Canadian Forces Recruiting Centre used Dundurn Castle last year for this major military event.

The ceremony is normally attended by senior ranking military and civilian dignitaries, military bands, members of the media, school officials and guests of enrollee. The attendance should number approximately 200.

The enrolling officer and military guest of honour is expected to be the Lieutenant Governor of Ontario, His Honor, Mr. Lincoln Alexander. Other VIP guests will include federal MP's, Provincial MPP's, mayors of local municipal governments and schoolboard representatives.

13. (a) That approval be given to the Director of Public Works to continue working with community groups to effect the clean-up of ravines and valleys within the City of Hamilton.

NOTE: On Saturday, 1987 April 25, between 10:00 a.m. and 6:00 p.m., residents in the area of Bow Valley and the Public Works Department--Parks Division, combined forces to clean-up debris in Bow Valley between Queenston Road and Barton Street East.

Approximately 110 volunteers, including Alderman Shirley Collins and M.P.P. Bob McKenzie were involved in filling 7, 5-ton dump trucks and 8 Tricil refuse containers with debris cleared from the area shown on the attached plan.

Among those articles removed from the Valley were shopping carts, tires, waste paper, dead wood, an oil tank, etc.

The Parks Division supplied a truck, a front-end loader, chain saws, hand tools, 2 Driver/Labourers and supervision to this successful clean-up project which would not have been accomplished through our regular Park Maintenance Programme.

14. (a) That Parks By-law No. 77-221, with respect to prohibiting tobogganing in parks, be amended by adding:

"No person shall use or operate or ride a toboggan in a Park."

- (b) That the City Solicitor be directed and authorized to take all steps necessary to amend By-law No. 77-221 accordingly.

05/12/87

NOTE: To protect the City from liability claims, the Parks Division installed "NO TOBOGGANING" signs in various City Parks for the 1986-87 winter season in a concerted effort to dissuade and deter people from tobogganing, when problems could result.

Up until this past winter, only a few of the more dangerous locations were actually signed.

During the Fall of 1987 these "NO TOBOGGANING" signs will be reinstalled at known locations within City Parks where tobogganing always occurs.

In order to make tobogganing in parks a prohibited activity and the order legally accurate, it is necessary to amend the context of the Parks By-law No. 77-221 to include:

"No person shall use or operate or ride a toboggan in a Park."

RESPECTFULLY SUBMITTED,

ALDERMAN T. MURRAY
CHAIRMAN

S.G. Hollowell, Acting Secretary
1987 May 5

REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Planning and Development Committee presents its NINTH Report for 1987 and respectfully recommends:

1. That APPROVAL be given to Zoning Application 87-15, Apans Health Services, owner, requesting a further modification to the "DE-2" (Multiple Dwellings) District, regulating to permit the erection of an internally illuminated ground sign not greater than 1.8 m in height and 2.7 m² in area fronting on Upper Gage Avenue indicating the location of the existing nursing home at No. 45 Lockton Crescent, as shown on the attached map marked as Appendix "A", on the following basis:
 - a) That the "DE-2" (Multiple Dwellings) District regulations as contained in Section 10B of Zoning By-Law No. 6593 applicable to the subject lands be modified to include the following variances as special requirements:
 - i) That notwithstanding Section 10B(1), the following accessory use shall be permitted in any yard:
 1. a ground sign not greater than 1.8 m in height and not greater than 2.7m² in area
 - ii) That notwithstanding Section 10B(3) a ground sign not greater than 1.8 m in height and not greater than 2.7m² in area shall be permitted no closer than 6 m to all property lines.
 - iii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-156b, and that the subject lands on Zoning District May E-38A be notated S-156b;
 - iv) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-38A;
 - v) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
 - b) That the subject property be exempt from Site Plan Control By-law No. 79-275.

NOTE:

The purpose of the By-law is to provide for a further modification to the "DE-2" (Multiple Dwellings) District Regulations for the property located at No. 45 Lockton Crescent.

The effect of the By-law is to permit the erection of an internally illuminated ground sign not greater than 1.8 m in height and 2.7 m² in area as an accessory use fronting on Upper Gage Avenue indicating the location of the existing nursing home on Lockton Crescent.

In addition, the By-law provides for the following variances:

- a) the ground sign shall not be permitted any closer than 6.0 m to all property lines; and
- b) the ground sign shall be permitted in any yard.

- * 2. That APPROVAL be given to Zoning Application 87-21 Aceti's Pizzeria and Tavern Ltd., owner, requesting a modification to the established "H" (Community Shopping and Commercial, etc.) District regulations applicable to property located at No. 1491 Main Street East, as shown on the attached map marked as APPENDIX "B" on the following basis:

- a) That the provisions of Section 18A(36) of Zoning By-law No. 6593 shall not apply;
- b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1021, and that the subject lands on Zoning District Map. E-64 be notated S-1021;
- c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-64.
- d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area.

NOTE:

The purpose of this By-law is to provide for a modification to the "H" (Community Shopping and Commercial, etc.) District for the property located at No. 1491 Main Street East.

The effect of the By-law will allow the replacement of the frame roofed walkway in front of the existing restaurant building with a permanent solarium for the purpose of increasing the seating capacity of the restaurant from a maximum of 56 persons to 81 persons.

In addition, the By-law will exempt the increased capacity from providing 4 additional parking spaces required.

3. That approval be given to Zoning Application 87-22, Forest James Investments Ltd., prospective owner, requesting a change in zoning from "L-mr-2" (Planned Development - Multiple Residential) District to "E-3" (High Density Multiple Dwellings) District, modified, to permit the construction of a 9 storey, 34 unit condominium apartment building, for the properties located at Nos. 169-179 Hunter Street East, as shown on the attached map marked as APPENDIX "C", on the following basis:
- a) That the subject lands be rezoned from "L-mr-2" (Planned Development - Multiple Residential) District to "E-3" (High Density Multiple Dwellings) District;
 - b) That the "E-3" (High Density Multiple Residential) District regulations as contained in Section 11C of Zoning By-Law No. 6593 applicable to the subject lands be modified to include the following variances as special requirements:
 - i) That notwithstanding Section 11C(1a), the maximum height shall be 9 storeys.
 - ii) That notwithstanding Section 11C(2)(b) a minimum southerly side yard of 4.87 m shall be provided.
 - iii) That notwithstanding Section 11C(4), the floor area ratio shall not exceed 2.35.
 - c) That notwithstanding Section 18A.(1)(c), a loading space 9.0 m by 3.7 m shall be provided.
 - d) That notwithstanding Section 18A.(9), the required manoeuvring space shall be located offsite.
 - e) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1022, and that the subject lands on Zoning District Map E-5 be notated S-1022;
 - f) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-5;
 - g) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE:

The purpose of this By-law is to provide for a change in zoning from "L-mr-2" (Planned Development - Multiple Residential) District to "E-3" (High Density Multiple Residential) District, modified.

The effect of the By-law is to permit the construction of a 9 storey, 34 unit condominium apartment building.

In addition, the By-law provides for the following variances:

- a) to limit the height to 9 storeys whereas the By-law permits 18 storeys.
 - b) to allow a southerly side yard of 4.87 - instead of the required 5.79 m.
 - c) to allow a floor area ratio of 2.35 instead of the permitted 1.9.
 - d) to provide a loading space 9 m x 3.7 m instead of the required 18 m x 3.7 m.
 - e) to allow the manoeuvring area for the loading space to be located offsite.
4. That APPROVAL be given to Zoning Application 85-19, St. Elizabeth Home Society of Hamilton, owner, to establish a change in zoning for "AA" (Agricultural) District to "DE" (Low Density Multiple Dwellings) District, for property located on the south side of of Rymal Road West, east of the existing St. Elizabeth Retirement Village, as shown on the attached plan marked as APPENDIX "D", on the following basis:
- a) That the subject lands be rezoned from "AA" (Agricultural) District to "DE" (Low Density Multiple Dwellings) District;
 - b) That the "DE" (Low Density Multiple Dwellings) District regulations as contained in Section 10A of Zoning By-law No. 6593 applicable to the subject lands, be modified to include the following variances as special requirements:
 - i) Notwithstanding Section 10A(4) of By-law No. 6593, the density of residential development not exceed 305 dwelling units;
 - ii) Notwithstanding Section 2(2)A(viib) of By-law No. 6593 a maximum of 10 townhouse dwelling units attached to each other, side by side, in one row shall be permitted;
 - iii) Notwithstanding Section 10A(3) of By-law No. 6593, there shall be provided and maintained;
 1. a minimum front yard of 13.7 m,
 2. a minimum easterly side yard of 7.50 m; and,
 3. a minimum rear yard of 7.50 m.
 - iv) There shall be provided and maintained between buildings;
 1. a distance of not less than 4.5 m between two exterior walls containing no windows;

2. a distance of not less than 6.0 m between two exterior walls one of which contains at least one window to a habitable room;
 3. a distance of not less than 15.00 m between two exterior walls each of which contains at least one window to a habitable room.
- v) There shall be provided and maintained not less than 0.87 parking spaces for each dwelling unit.
- vi) Notwithstanding Section 10A(1) of By-law No. 6593, the existing barn building located on the subject lands may be enlarged and converted to a clubhouse having a maximum gross floor area of 588 m².
- vii) Notwithstanding Section 4.(3)(a); Section 18.(8); and, Section 10A(1) of By-law No. 6593 the following uses shall be permitted:
1. the three existing single-family dwellings located on the subject lands may be used as accessory uses to accommodate housekeeping and food services personnel and personnel who repair and maintain equipment and property accessory to the permitted use;
 2. a two-family dwelling unit shall be permitted.
- viii) Notwithstanding Section 18(4)(iv) of By-law No. 6593 an existing accessory storage building may be permitted in the required side yard;
- ix) Notwithstanding Section 18A(29) of By-law 6593 the entrance to the parking space on the side of the street with sidewalks shall be located not less than 5.18 m from the entrance to the individual driveway, and on the side of the street with no sidewalk the parking space shall be located not less than 3.96 m from the entrance to the individual driveway.
- x) That Section 10E Clause (8) shall be deleted.
- xi) That vehicular access between the existing and proposed St. Elizabeth Village developments be prohibited.
- xii) That the amending By-law be added to Section 19B of the Zoning By-law as Schedule S-1023 and that the subject land on Zoning District Maps W-9E and W-17E be notated S-1023;

- xiii) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-9E and W-17E;
- xiv) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE:

The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "DE" (Low Density Multiple Dwellings) to permit expansion of the St. Elizabeth Retirement Village complex on 21.14 ha (52.25 acres) of land located on the south side of Rymal Road West, east of the existing St. Elizabeth Village development.

The effect of the By-law is to provide for the following:

- a) a maximum of 305 dwelling units;
- b) a maximum of 10 townhouse dwelling units attached to each other, side by side, in one row;
- c) conversion and enlargement of an existing barn located on the subject lands to a clubhouse having a maximum gross floor area of 558 m²;
- d) to permit three existing single family dwellings located on the subject property to be used as accessory uses to accommodate housekeeping and food service personnel and personnel who repair and maintain equipment and property accessory to the permitted use;
- e) to permit a two-family dwelling which is otherwise not permitted within a group of multiple family dwellings;
- f) to permit an existing accessory storage building with the required side yard whereas an accessory building is only permitted in the rear yard.
- g) to prohibit vehicular access between the existing and proposed St. Elizabeth Village developments.
- h) to delete the required privacy fencing.

In addition, the amending By-law establishes special requirements with respect to minimum yard requirements from the property lines, a reduction in the length of the entrance to the parking space between the street line and the attached garage, minimum distances between the buildings to be located on the site, as well as a parking requirement of not less than 0.87 parking spaces for each dwelling unit.

5. That approval be given to include the following additional standard condition of draft approval for all proposed plans of subdivision commencing from the date of Council's decision:

That the owner shall erect a sign in accordance with Section X of the Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.

6. That the City of Hamilton retain ownership of the triangle of City-owned land, east of the proposed Parking Garage on York Boulevard, until such time as the Planning and Development Committee has received the submission of the Design Brief being prepared by the Urban Design Committee.

NOTE:

At its meeting held Wednesday, 1987 March 11, the Planning and Development Committee gave approval to the Urban Design Committee in conjunction with the Planning and Development Department to submit a design brief within a 90 day period.

7. That the City of Hamilton retain ownership of City-owned lands zoned "M-15" (Prestige Industrial) District, until such time as a Study requested by the Planning and Development Committee to review the permitted uses in the "M-15" zoning District is completed and reviewed by the Committee.
- *8. That the Building Commissioner be authorized to issue demolition permits for the demolition of residential buildings as outlined below:
 - a) 44 Evans
 - b) 109 Inchbury Street
 - c) 45 Walnut Street South
 - d) 45 Hillyard Street
 - e) 47 Hillyard Street
 - f) 159 Nash Road South
9. That approval be given to extend the closing date for the sale of 66-76 Fullerton Avenue to Hamilton East Kiwanis Community Services Foundation Inc., from Friday, April 3, 1987 to Friday, June 19, 1987.

*SECTION 8 AMENDED BY ADDING THE FOLLOWING

- g) 169 Hunter Street East
- h) 171 Hunter Street East

NOTE:

On November 25, 1986, City Council authorized the sale of this property to East Kiwanis Homes. As the Development Agreement was not finalized by the closing date of April 1, 1987, they have requested an extension to June 19, 1987 to allow them additional time.

10. That an Offer to Purchase the lands of The Corporation of the City of Hamilton located on Upper Ottawa Street duly executed on April 13, 1987 by the Purchaser, Battaglia Sewer Contractor Ltd. and scheduled for closing on July 14, 1987, be approved and completed.

NOTE:

The purchase price is \$89,325.00. A deposit cheque in the amount of \$8,932.00 is being held by the City Treasurer pending Council approval.

The property is composed of an irregular shaped parcel of land located on the westerly limit of Upper Ottawa Street having a frontage of 30.48 metres (100 feet) more or less and containing an area of 8,034.6 m² (1.985 acres).

This transaction includes special building covenants, agreements and restrictions which are set out on the pages attached hereto, and marked Appendix "E".

- *11. Whereas, subdividers not conveying lands for park purposes and are required to make cash payments in accordance with the Planning Act.

Whereas, the value of such payment is calculated by the Real Estate Department in accordance with the Planning Act and in keeping with proper appraisal standards.

Whereas, in the past, the 5% payment value was approved by Council on the recommendation of the Planning and Development Committee.

It is now resolved that:

- a) The amount of 5% payment for park purposes in subdivisions be calculated by the Real Estate Department and collected through the subdivision agreements without submission to Council; and
 - b) The value be reviewed by the Planning and Development Committee and Council if the Subdivider disputes the value established by the Real Estate Department.
 - c) That the City Treasurer submit a Report on an annual basis to the Planning and Development Committee on the payments received.
12. The Corporation of the City of Hamilton accept the sum of \$10,954.78 as cash payment in lieu of 5% dedication in connection with "ASPEN WEST -PHASE 2", Hamilton, this being the cash requirement under Section 50 of the Planning Act.

*SECTION 11 LOST

13. The Corporation of the City of Hamilton accept the sum of \$5,100.84 as cash payment in lieu of 5% dedication in connection with "BRIGADOON VILLAGE EXTENSION", Hamilton, this being the cash requirement under Section 50 of the Planning Act.
14. The Corporation of the City of Hamilton accept the sum of \$23,405.25 as cash payment in lieu of 5% dedication in connection with "RANDALL ESTATES -PHASE 5", Hamilton, this being the total cash requirement under Section 50 and Section 41 of the Planning Act.
15. The Corporation of the City of Hamilton accept the sum of \$7,612.91 as cash payment in lieu of 5% dedication in connection with "SHERMAN OAKS - PHASE 4", Hamilton, this being the cash requirement under Section 50 of the Planning Act.
16. The Corporation of the City of Hamilton accept the sum of \$18,526.00 as cash payment in lieu of 5% dedication in connection with "STONEGATE MANOR - PHASE 2", Hamilton, this being the cash requirement under Section 50 of the Planning Act.
17. The Corporation of the City of Hamilton accept the sum of \$7,835.83 as cash payment in lieu of 5% dedication in connection with "WISEMOUNT FOREST SURVEY - PHASE 3, STAGE 1", Hamilton, this being the cash requirement under Section 50 of the Planning Act.
18. That the City as Lessor of the Sheraton Hamilton Hotel, hereby grant its approval to the following two Mortgages by Lakeview Development Ltd. as Mortgagor in favour of Lakeview Development of Canada Ltd. as Mortgagee:
 - a) An \$18,000,000.00 Blanket Mortgage dated August 14, 1985 at 11% to December 31, 1985 and thereafter, until September 15, 1990 at 15% per annum, and as more particularly set out in the form of Mortgage annexed hereto as APPENDIX "F";
 - b) A \$750,000.00 Mortgage Debenture dated August 14, 1985 at the prime rate of interest charged by the Royal Bank of Canada for substantial Canadian dollar loans until August 13, 1998, and as more particularly set out in the form of Mortgage Debenture annexed hereto as APPENDIX "G", subject to the following conditions:
 - i) That the above Mortgages are subject to the rights of the City as Lessor under the Ground Lease with Lakeview Development Ltd. dated May 3, 1983;
 - ii) In respect of the \$18,000,000.00 Blanket Mortgage, that the City receive from Lakeview Development of Canada Ltd. and Lakeview Development Ltd., a Consent to Mortgage Agreement (dated as of August 14, 1985) in the form annexed hereto as APPENDIX "H". The Mayor and City Clerk are hereby authorized to execute this Agreement;

- iii) In respect of the \$750,000.00 Mortgage Debenture, that the City receive from Lakeview Development of Canada Ltd. and Lakeview Development Ltd. a Consent to Mortgage Agreement (dated as of August 14, 1985) in the form annexed hereto as APPENDIX "I". The Mayor and City Clerk are hereby authorized to execute this Agreement;
- iv) The two Consent to Mortgage Agreements referred to in paragraphs (2) and (3) above, are to be registered on title to the Hotel by Lakeview and these Agreements will fulfill Lakeview's obligation to the City under the ground Lease dated May 3, 1983 (sec. 16.01) and under the Hotel Interface Agreement dated July 30, 1984 (sec. 13(g)), to have its Mortgagees covenant with the City to comply with Lakeview's obligations should the Mortgagees take over the Hotel.

NOTE:

Under the Ground Lease of May 3, 1983 referred to above between the City as Lessor and Lakeview Development Ltd. as Lessee, Lakeview's Mortgages of its leasehold property are subject to the approval of the City pursuant to section 16.01 of the Ground Lease.

19. That leave be granted to introduce the following Bills:

- Bill D-62 A By-law to change members in the Board of Management of the Jamesville Business Improvement Area.
- Bill D-63 A By-law to change members of the Board of Management of the Downtown Promenade Business Improvement Area.
- Bill D-64 A By-law to amend Zoning By-law No. 6593 respecting land located at the rear of municipal no. 1581 Main Street West.
- Bill D-65 A By-law to delegate Council's power or authority to the Planning and Development Committee and to implement Site Plan Control.

Respectfully submitted,

S.K. Reeder, Acting Secretary
1987 April 29th

ALDERMAN J. SMITH, CHAIRMAN
PLANNING & DEVELOPMENT COMMITTEE

05/12/87

C/S-156

1027 -

G/S-156a

DE/S-236

SITE PLAN CONTROL
BY-LAW NO. 70-200

FOLKSTONE

AVENUE

LAWSON ST.

AVENUE

BERYL ST.

C
BLOCK "A"

SITE PLAN CONT
BY-LAW NO. 70-3

ISA CT.

DRIVE
LAWNHURST

D/S-156

CRESCENT

DE 2/S-156

*

E-2/S-165

BLOCK C

BLOCK D

BLOCK F

BLOCK E

BLOCK G

AA

LIMERIDGE

ROAD

EAST

DE/S-156

E-2/S-156

SITE PLAN CONTROL
BY-LAW NO. 70-200

AA

MOUNTAIN

FREEWAY

LEGEND



SITE OF GRACE VILLA NURSING HOME



LOCATION OF PROPOSED SIGN

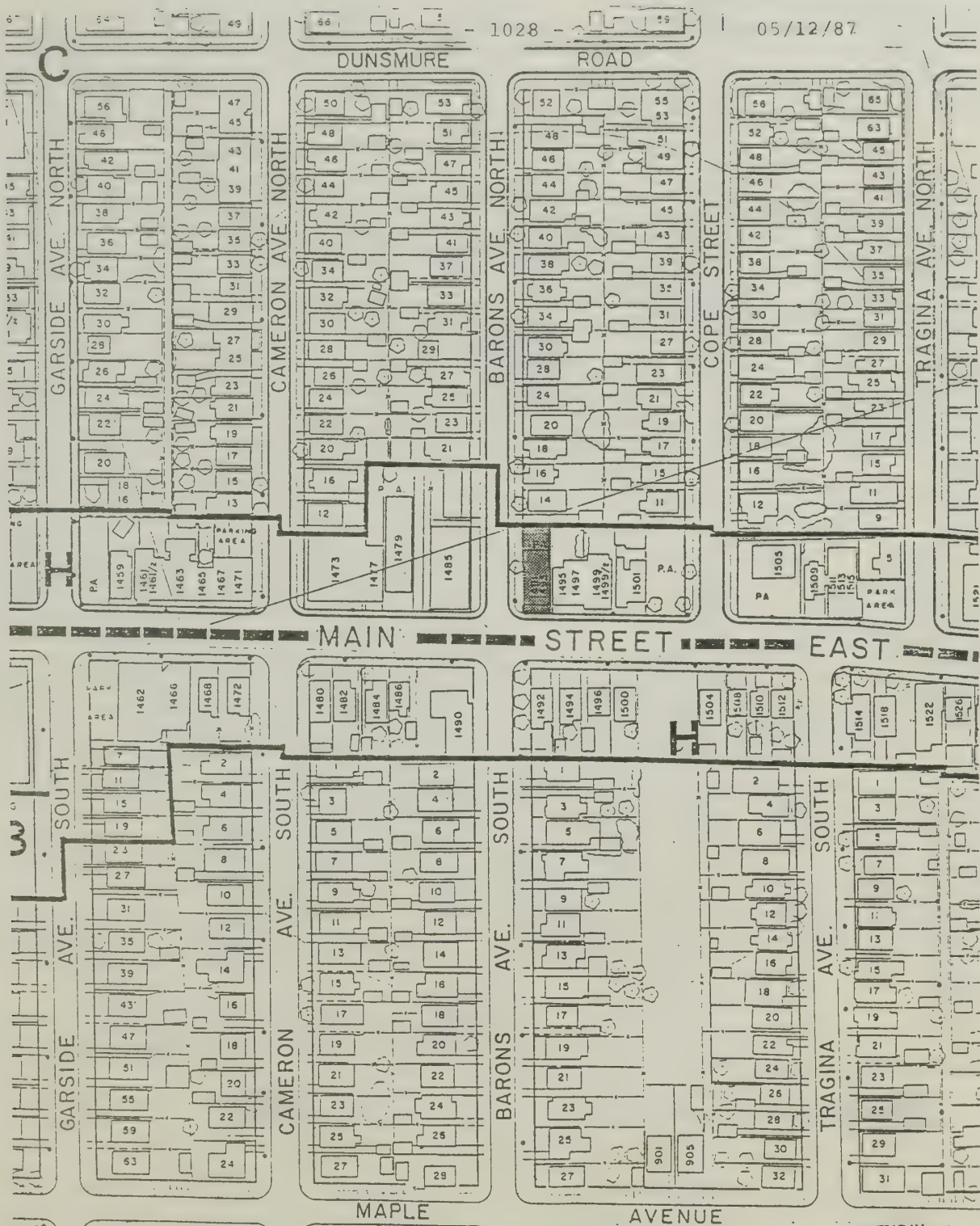
APPENDIX "A" AS REFERRED TO IN SECTION 1
OF THE 9th REPORT OF THE
PLANNING & DEVELOPMENT COMMITTEE



APPENDIX A

1028

05/12/87



APPENDIX "B" AS REFERRED TO IN
SECTION 2 OF THE 9th REPORT OF THE
PLANNING & DEVELOPMENT
COMMITTEE

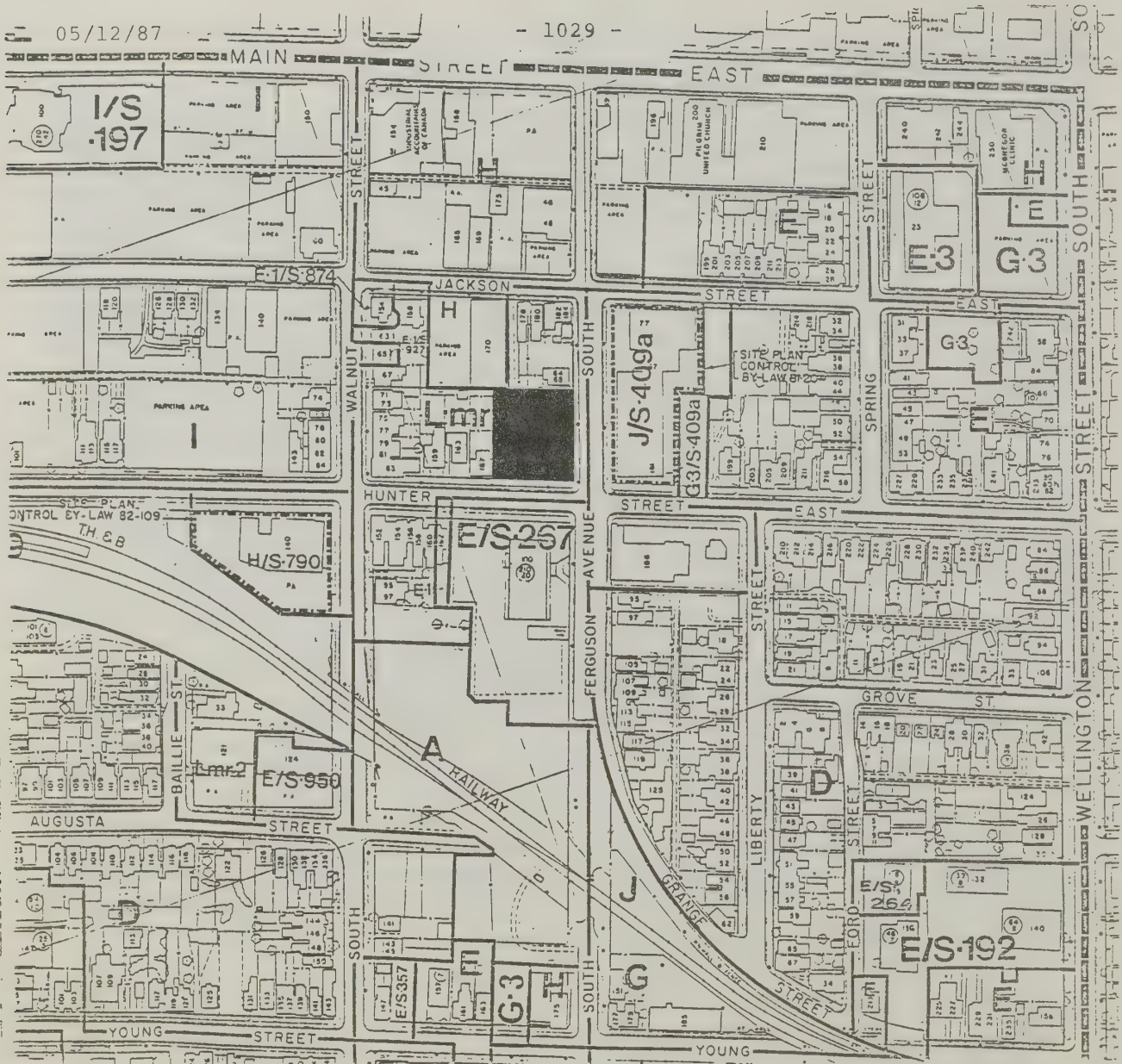
APPENDIX A

Site of the Application

7A37-21

05/12/87

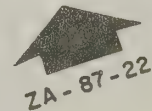
- 1029 -



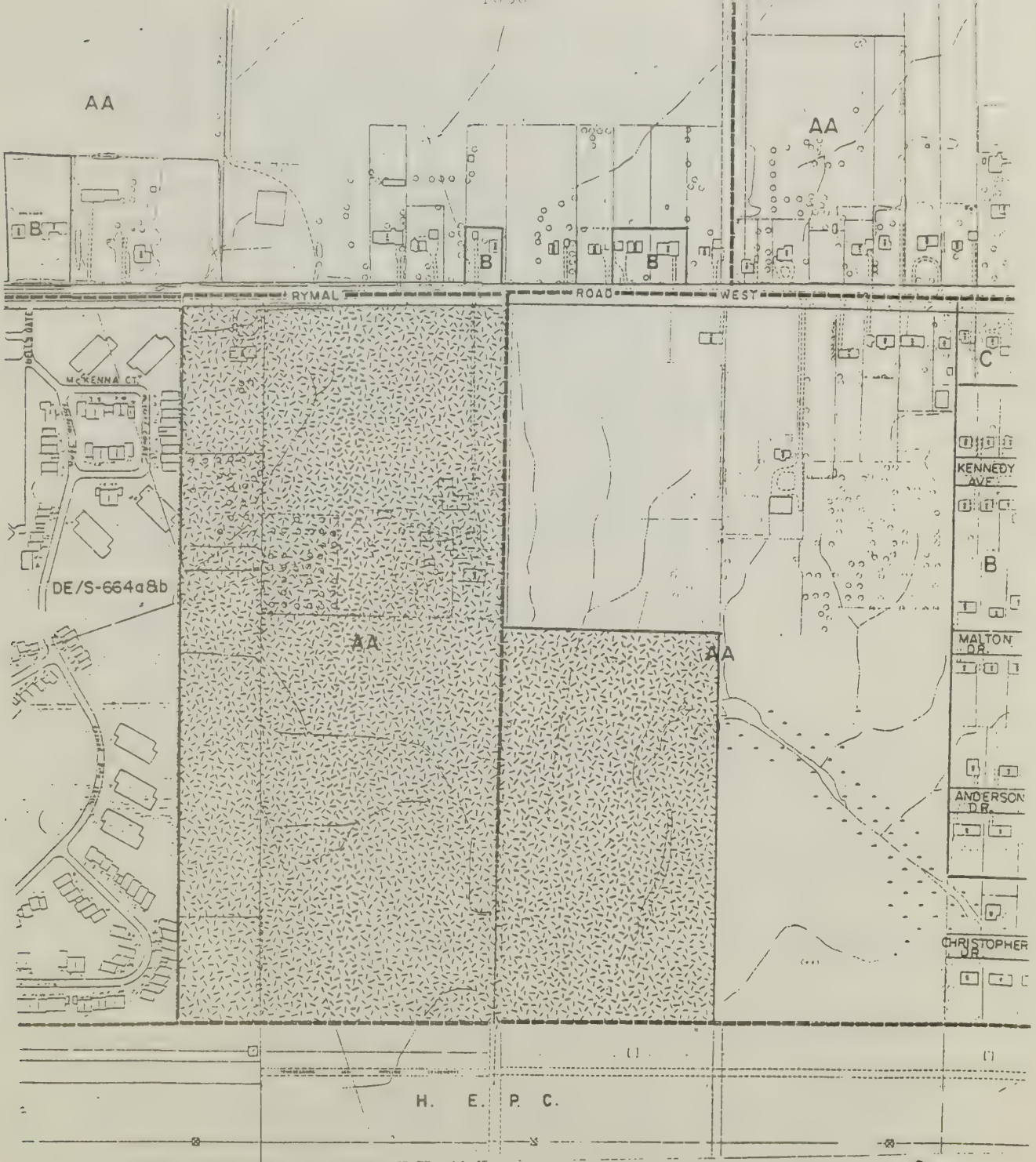
APPENDIX "C" AS REFERRED TO IN
SECTION 3 OF THE 9th REPORT OF
THE PLANNING & DEVELOPMENT COMMITTEE



SITE OF THE APPLICATION

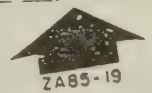


APPENDIX A



APPENDIX 'D' AS REFERRED TO IN SECTION 4 OF
THE 9th REPORT OF THE PLANNING AND DEVELOPMENT
COMMITTEE

SITE OF THE APPLICATION



APPENDIX A

- 6.1 The Purchaser acknowledges to the Owner that the Purchaser realizes that in addition to the sale price payable in this Offer to Purchase, there may be municipal, regional, governmental or provincial charges, fees, levies and rates to be paid by the Purchaser; in particular, without limiting the generality of the foregoing, the Purchaser realizes that he may also be required after the transfer to him:
- (a) to pay municipal, realty and business taxes;
 - (b) to pay City Local Improvement Charges for City services such as streets, sidewalks and curbs;
 - (c) to pay Regional Local Improvement Charges for Regional services such as water supply, storm sewers and sanitary sewers;
 - (d) to pay Regional Special Charge (sewer impost fee), upon application for a building permit;
 - (e) to pay building permit application fee;
 - (f) to pay for storm and sanitary sewers, water lines, their connections and laterals under the street and under the Purchaser's property;
 - (g) to pay for the connection of all utilities to the premises;
 - (h) to prepare and obtain approval of site plans pursuant to The Planning Act prior to the issuance of a building permit and to enter into a site plan agreement, if requested by the municipality;
 - (i) to convey five percent (5%) of the land to the municipality for park purposes as a condition of development or redevelopment of the land for residential purposes;
 - (j) to apply for a re-zoning of the property in the event that the Purchaser's proposed use of the property is not permitted by the zoning by-law. Such application is subject to the approval of the City and the approval of the Ontario Municipal Board.
- 6.2 This Agreement may not be assigned by the Purchaser. In particular and without limiting the generality of the foregoing statement, it is understood and agreed that only the Purchaser named herein shall take title on closing and the Purchaser does not have the right to direct the Owner to convey the land to the Purchaser in trust, to the Purchaser and another or to a new third party.
- 6.3 In consideration for the transfer of the hereinbefore described land to the transferee, in addition to payment of the sale price to the transferor, the transferee covenants and agrees to and with the transferor:
- 1. That the transferee shall commence construction of a building, having a minimum building area of 10,000 square feet, upon the hereinbefore described land by not later than January 14th, 1988
- Building area is the greatest horizontal area of a building within the outside surface of the exterior walls. Construction is considered commenced when the foundations have been installed as determined by the Office of the Building Commissioner.
- 2. That the transferee shall complete construction of the said building by not later than January 14th, 1989
- The building is considered completed upon the issuance by the Office of the Building Commissioner of a Final Inspection Report.
- 3. That no transfer of the hereinbefore described land shall be made by the transferee until The Corporation of the City of Hamilton confirms that covenants 1 and 2 have been complied with.

**APPENDIX "E" AS REFERRED TO
IN SECTION 10 OF THE 9th
REPORT OF THE PLANNING &
DEVELOPMENT COMMITTEE**
(For Land Titles, May, 1981)

Continued..... 1(a)

Schedule "F"
05/12/87

THIS INDENTURE made as of the 14th day of August, 1985.

BETWEEN:

LAKEVIEW DEVELOPMENT LTD., a corporation
incorporated and continued under the laws
of Canada.

(hereinafter called "Lakeview").

- and -

127089 CANADA LTD. (hereinafter called
"127089"), as General Partner for King Street
Hamilton Hotel Limited Partnership,

(hereinafter called the "Limited Partnership"),

(Lakeview and the Limited Partnership being
hereinafter collectively called the "Mortgagor").

OF THE FIRST PART,

- and -

LAKEVIEW DEVELOPMENT OF CANADA LTD., a
corporation incorporated under the laws
of Canada.

(hereinafter called the "Mortgagee"),

OF THE SECOND PART.

WITNESSETH THAT:

WHEREAS pursuant to the Development Agreement (hereinafter defined)
between The Corporation of the City of Hamilton (hereinafter called the
"City") and Lakeview, Lakeview was appointed the developer of the Lands (here-
inafter defined);

AND WHEREAS the Development Agreement provides that the Lands are to
be leased by the City to Lakeview and that the Lands are to be developed, in-
cluding the construction of the Improvements (hereinafter defined) thereon by
Lakeview within the period of time and in the manner provided for by the
Development Agreement;

AND WHEREAS pursuant to the Ground Lease (hereinafter defined) the
City did demise and lease to Lakeview the Lands for and during the term as set
out therein and at a yearly rental and upon terms, covenants and conditions as
therein contained;

AND WHEREAS pursuant to the Sublease (hereinafter defined) Lakeview
did demise and sublease the Lands to the Mortgagor for and during the term as
set out therein, less one (1) day, and at the yearly rental and upon the
terms, covenants and conditions as therein contained;

AND WHEREAS the Sublease provides, inter alia, that Lakeview shall
act as the agent of the Mortgagor to obtain long-term financing for the
Mortgagor, and that provided that the Mortgagor subordinates its interest in
the Project (hereinafter defined) to any security granted by Lakeview to the
Mortgagee under such long-term financing, Lakeview shall grant a mortgage
against its interest in the Project, including the Ground Lease, to secure
such long-term financing;

APPENDIX "F" AS REFERRED TO
IN SECTION 18 (a) OF THE 9th
REPORT OF THE PLANNING &
DEVELOPMENT COMMITTEE

AND WHEREAS pursuant to the Acquisition and Development Agreement (hereinafter defined), the Limited Partnership purchased from Lakeview an undivided one-half interest in the said Improvements, effective October 1, 1984, it being provided by the terms of the Acquisition and Development Agreement that the interest of the Limited Partnership in the Lands, Hotel, the Sublease and the accounts receivable of Lakeview and the Limited Partnership which arise from their interests in the Hotel, and the Purchased Interest (as defined in the Acquisition and Development Agreement) shall be subordinated to the Underlying Financing (hereinafter defined);

AND WHEREAS the Mortgagor has granted to The Canada Life Assurance Company the Canada Life Mortgage to secure the principal amount of \$15,000,000.00, which mortgage is registered against the Lands in the Land Registry Office for the Land Titles Division of Wentworth as Instrument No. 163466 L.T.;

AND WHEREAS the Acquisition and Development Agreement provided that the Mortgagee shall provide to the Mortgagor this Blanket Mortgage in the amount of \$18,000,000.00 to be registered against the Mortgagor's interest in the Project;

AND WHEREAS the Mortgagor has agreed that the interest of the Mortgagor in the Project shall be subordinated and subject to this Blanket Mortgage;

AND WHEREAS the Mortgagor and Mortgagee as required by Section 16.01 of the Ground Lease have agreed with the City to enter into an agreement among the Mortgagor, the Mortgagee and the City in the form of agreement attached to an Undertaking executed by the Mortgagor in favour of the City, dated August 1, 1985 and registered or to be registered against title to the Lands, with such amendments and including such other terms and conditions as may be agreed upon among the parties thereto;

NOW THEREFORE it is hereby covenanted, agreed and declared as follows:

ARTICLE I - DEFINITIONS

Section 1.01 Definitions

In this Mortgage, unless there is something in the subject matter or context inconsistent therewith, the following words and expressions have the following meanings:

- (1) "Acquisition and Development Agreement" means an agreement between Lakeview, the Limited Partnership and Lakeview Development of Canada Ltd. dated as of October 1, 1984 and further described in the preamble hereto;
- (2) "Advance" means the portion of the Principal Sum advanced or to be advanced by the Mortgagee, from time to time, to or for the benefit of the Mortgagor upon and subject to this Mortgage;
- (3) "Blanket Mortgage" means this indenture made between the Mortgagee and the Mortgagor, together with all schedules annexed hereto;
- (4) "Business Day" means each day of the year during which the head office of the Mortgagee located in the Province of Manitoba is open for business;
- (5) "Canada Life Mortgage" means a mortgage granted by the Mortgagor to The Canada Life Assurance Company in the amount of Fifteen Million (\$15,000,000.00) Dollars with a term of 5 years and registered on August 22, 1985 against title to the Lands in the Land Registry Office for the Land Titles Division of Wentworth as Instrument No. 163466 L.T.;
- (6) "Cash Flow Deficiency" means the amount on a cash basis by which actual expenses incurred by Lakeview and the Limited Partnership in the ownership and operation of the Hotel, including:

- (i) the provision of a fund for the replacement of furniture, fixtures and equipment (but excluding all non-cash items such as a provision for depreciation);
- (ii) the Owners' Fixed Charges (calculated as if no accrual of interest was permitted under this Blanket Mortgage);
- (iii) the management incentive fee payable under the Management Agreement; and
- (iv) the basic management fee payable under the Management Agreement;

exceed the Total Revenue from the Hotel;

(7) "Certified Rent Roll" means a certified monthly rent roll, satisfactory to the Mortgagee, listing the names of all the tenants as described in the Leases, the space occupied or to be occupied pursuant to the Leases, the period of any options to renew the Leases and annual rents to be paid by all tenants under Leases;

(8) "City Tripartite Agreement" means the agreement entered into between the City, Lakeview and Citibank Canada, and dated as of the 1st day of November, 1984 to be registered in the Land Registry Office for the Registry Division of Wentworth (#62);

(9) "Development Agreement" means an agreement dated as of the 19th day of November, 1981, registered on the 17th day of September, 1984, as Instrument No. 292836 C.D., as amended by an agreement made as of the 3rd day of August, 1982, and registered on September 17th, 1984 as Instrument No. 292837 C.D., and as further amended by a Closing Agreement dated as of the 3rd day of May, 1983 and registered on the 17th day of September, 1984 as Instrument No. 292838 C.D., and as further amended by an amending agreement dated the 29th day of July, 1983 and registered on the 17th day of September, 1984 as Instrument No. 292840 C.D., and includes such agreement, amending agreements and any further amendments thereto, all made by and between the City and Lakeview and registered in the Registry Office for the Registry Division of Wentworth (#62);

(10) "Event of Default" means any one or more of the events or circumstances set out in Article VIII;

(11) "Ground Lease" means a ground lease dated May 3, 1983 respecting the Lands, between the City as landlord and Lakeview as tenant, registered as Instrument No. 271066 C.D., as amended by further Agreement dated July 29, 1983 registered as Instrument No. 292840 C.D. and by further Agreement dated May 3, 1983 registered as Instrument No. 292838 C.D. and by further Agreement dated November 1, 1984, among Lakeview, the City and Citibank Canada, and by further Agreement dated August 21, 1985 registered as Instrument No. 164283 L.T., and as further and otherwise previously or hereafter amended by agreement between the City and Lakeview;

(12) "Hotel" means the 17-storey Sheraton Hamilton Hotel building built or to be built on the Lands which does or will, when completed, contain an equivalent of 310 guest bedrooms and the Shopping Mall (consisting of approximately 29,000 square feet of retail and commercial space located on the main and lower floors of the Hotel which will, when completed, contain approximately 20 units) and includes all of the furniture, fixtures and equipment which are or will be contained therein;

(13) "Improvements" means any alteration, addition, repair to, or any construction, erection or installation located on, made to, placed upon or erected in, under or on the Lands and premises, whether pursuant to the Development Agreement and the Plans and Specifications or otherwise, and includes the Hotel, the Shopping Mall consisting of commercial retail space of approximately 29,000 net rentable square feet, all other buildings, shopping promenades, plazas, commercial retail premises, parking facilities and landscaping services, interior and exterior decorating, fixed plant machinery, equipment and any other works, structures and facilities ancillary thereto or connected therewith, the demolition or removal of any building, structure, or works or part thereof and includes the Publicly Usable Open Space (as such term is

defined in the Ground Lease), as the same are varied, added to or replaced or substituted, from time to time;

(14) "Indebtedness Secured Hereby" means all debts, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, pursuant to the terms of this Mortgage, at any time owing by the Mortgagor to the Mortgagee and includes the Principal Sum or any part or parts thereof advanced from time to time by the Mortgagee to the Mortgagor, interest thereon as stipulated in this Blanket Mortgage, interest on overdue interest and any other fees, charges, costs and expenses payable to the Mortgagee hereunder;

(15) "Insurance" means the forms of insurance coverage to be placed and maintained in force by the Mortgagor as set out in Article VI hereof;

(16) "Interest Adjustment Date" means the 15th day of September, 1985;

(17) "Interface Agreement" means the agreement entered into between the City, Lakeview, Second Phase Civic Square Limited and the Fourth Phase Civic Square Limited dated as of July 30, 1984, and registered in the Land Registry Office for the Registry Division of Wentworth as Instrument No. 161659 L.T., together with all present and future amendments thereto;

(18) "Lands" means the leasehold lands described in Schedule "A" annexed hereto, together with such other lands, easements or rights which may from time to time be granted to the Mortgagor in connection with, or be added to, the land described in Schedule "A" annexed hereto, pursuant to the Ground Lease, Sublease, Interface Agreement or any other agreement, document or indenture whatsoever, or as may be otherwise leased or granted to the Mortgagor for the construction, execution, use or operation of the Improvements;

(19) "Leases" means all present and future leases, agreements to lease, letters of intent to lease and all licences of the whole or any part of the Project by way of sublease or otherwise, including the right to use or occupy the whole or any part of the Improvements, including, without limitation, the Hotel, the Lands and parking areas (as such term is defined in the Ground Lease) and in each case includes all revisions, alterations modifications, extensions or renewals thereof;

(20) "Management Agreement" means the management agreement entered into between Lakeview and the Mortgagor dated the 1st day of August, 1985;

(21) "Manager" means Lakeview Development Ltd.;

(22) "Manager's Loan" means a debenture in favour of Lakeview to be registered against the Project in the amount of Seven Hundred and Fifty Thousand (\$750,000.00) Dollars pursuant to the terms of the Manager's Loan Agreement;

(23) "Manager's Loan Agreement" means Schedule "F" attached to the Management Agreement;

(24) "Maturity Date" means the date which is the fifth anniversary of the Interest Adjustment Date;

(25) "Mortgaged Property" means and includes all the property and assets expressed herein to be now or which may hereafter be mortgaged, pledged and/or charged pursuant to this Blanket Mortgage, or intended so to be, (including, without limitation, all of the property and assets referred to in Section 3.01 hereof) for and with the payment of the monies intended to be secured hereby;

(26) "Mortgagor" means any one and all of Lakeview, 127089, as general partner for the Limited Partnership, and the Limited Partnership;

(27) "Owners' Fixed Charges" means all expenditures made or accruing payable during the Fiscal Year (meaning the fiscal period of the Limited Partnership ending December 31st in each year) in question on account of:

(i) premiums for insurance applicable to the Hotel;

(ii) municipal real property taxes applicable to the Hotel;

- (iii) interest and principal payable in respect of this Blanket Mortgage; and
- (iv) rental payments for leased furniture and equipment;
- (28) "Permitted Encumbrances" means those encumbrances set out in Schedule "B" annexed hereto;
- (29) "Person" means a corporation, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a government agency, or any combination thereof;
- (30) "Prime Rate" means the rate of interest quoted by the main branch in Winnipeg of the Canadian Imperial Bank of Commerce from time to time as its prime lending rate;
- (31) "Principal Sum" means the principal sum set out in Section 3.06 hereof;
- (32) "Project" means the Lands and Improvements;
- (33) "Security Hereby Constituted" means the security constituted by this Mortgage upon the Mortgaged Property;
- (34) "Sublease" means the sublease entered into between Lakeview and the Mortgagor dated October 1, 1984, and registered in the Land Registry Office for the Registry Division of Wentworth (#62) on December 31, 1984 as Instrument No. 153111 L.T.;
- (35) "Taxes" means all real property taxes, rates, duties and assessments (including local improvement taxes) impost charges or levies, whether general or special, that are levied, rated, charged or assessed against the Project or any part thereof, from time to time, by any lawful taxing authority, whether federal, provincial, municipal, school or otherwise, and any taxes or other amounts which are imposed in lieu of, or in addition to, any such real property taxes (whether of the foregoing character or not or whether in existence at the date of this Mortgage or not) and any such real property taxes levied or assessed against the Mortgagor on account of its ownership of the Project or its interest therein;
- (36) "Total Revenue" means the revenues and income derived directly or indirectly from the operation of the Hotel (other than from the operation of the Shopping Mall, which means approximately 29,000 square feet of retail and commercial space located on the main and lower floors of the Hotel which will, when completed, contain approximately 20 units) by including rental or other payments from lessees and concessionaires (but not the gross receipts of such lessees or concessionaires), and the proceeds of use and occupancy insurance actually received by the Manager (after deducting therefrom necessary expenses in connection with the adjustment or collection thereof);
- (37) "Turnover Date" means the later of the date upon which the architect for the Hotel confirms that substantial completion shall have occurred and the date upon which the furnishings and equipment of the Hotel have been installed;
- (38) "Underlying Financing" means mortgages or loans in an aggregate outstanding principal amount of not less than \$14,000,000.00 and not more than \$18,000,000.00, which may include, without limitation, the Canada Life Mortgage, and which Underlying Financing shall:
- (a) be secured by mortgages or charges registered against the Hotel, Sublease and Ground Lease in priority to this Blanket Mortgage;
 - (b) be blanketed by this Blanket Mortgage and included in the Principal Sum hereof advanced;
 - (c) be for a term of not more than five years commencing on the Interest Adjustment Date; and
 - (d) bear interest at a fixed rate.

A revolving line of credit for working capital for the Hotel may be included in the term "Underlying Financing", notwithstanding that such revolving line of credit may not be secured by or registered against the Hotel.

ARTICLE II - INTERPRETATION

Section 2.01 Headings

The division of this Blanket Mortgage into Articles and Sections and the insertion of headings are for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such Sections or Articles and shall not affect the construction or interpretation of this Blanket Mortgage.

Section 2.02 Extending Meanings and Genders, etc.

The words "hereof", "herein", "hereunder" and similar expressions used in any Section or subsection of this Blanket Mortgage relate to the whole of this Blanket Mortgage and not to that Section or subsection only, unless otherwise expressly provided. The use of the neuter singular pronoun to refer to the Mortgagor or the Mortgagee is deemed a proper reference even though the Mortgagor or the Mortgagee is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Blanket Mortgage apply in the plural sense where there is more than one Mortgagor or Mortgagee and to either corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

Section 2.03 Partial Invalidity

If for any reason whatsoever any term, covenant or condition of this Blanket Mortgage, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- (a) is deemed to be independent of the remainder of this Blanket Mortgage and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Blanket Mortgage or any part thereof; and
- (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any Person and in any circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

Section 2.04 Governing Law

This Blanket Mortgage shall be construed in accordance with and governed by the laws of the Province of Ontario.

Section 2.05 Time of the Essence

Time is of the essence of this Blanket Mortgage and of every part thereof.

Section 2.06 Currency

All dollar amounts referred to in this Blanket Mortgage and all payments to be made hereunder are in Canadian funds.

Section 2.07 Entire Agreement

This Blanket Mortgage constitutes the entire agreement between the parties with respect to the matters herein contained and may not be amended or modified in any respect except by written instrument signed by the parties hereto.

ARTICLE III - LOAN AND SECURITY

Section 3.01 Specific Charge

In consideration of the premises and of the sum of Eighteen Million (\$18,000,000.00) Dollars, of lawful money of Canada, lent to the Mortgagor by the Mortgagee (the receipt and sufficiency of which is hereby acknowledged) and to secure the due payment of the Indebtedness Secured Hereby and the performance of the obligations of the Mortgagor herein contained and in pursuance of each and every power and authority it thereunto enabling, the Mortgagor does hereby grant, convey, demise, assign, mortgage, pledge and charge (subject to the Permitted Encumbrances, the Underlying Financing and the exception as to leaseholds contained in Section 3.02 hereof), as and by way of a fixed and specific mortgage, pledge and charge to and in favour of the Mortgagee of and upon the right, title and interest of the Mortgagor, both present and future, in and to:

- (a) the Lands;
- (b) the Ground Lease, the Sublease and all other real and immoveable property owned or used by the Mortgagor as part of or in connection with its operation of the Project, and all rights-of-way, easements, licences, franchises and privileges appurtenant or appertaining thereto;
- (c) all Improvements now or hereafter erected or located on or under the Lands; and
- (d) the Total Revenue, including any income derived from any tenancy, use or occupation of the Mortgaged Property and any rents and other sums payable to the Mortgagor pursuant to the terms of any Leases;
- (e) all benefits, advantages and powers to be derived from any and all Leases, with full power and authority to demand, sue for, recover, receive and give receipts for all rents and all other monies payable thereunder and otherwise to enforce the rights of the landlord thereunder in the name of the Mortgagor; and
- (f) the benefit of any guarantees of and indemnities with respect to any Leases and the performance of any or all of the obligations of any lessee thereunder.

Section 3.02 Reservation of Last Day of Leasehold Terms

It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Mortgagor, and whether falling within the general or particular description of the Mortgaged Property, is hereby and shall be excepted out of the mortgage, pledge and charge hereby created, and does not and shall not form part of the Mortgaged Property, but the Mortgagor shall stand possessed of the reversion remaining in the Mortgagor of any leasehold premises for the time being demised as aforesaid upon trust to assign and dispose thereof as the Mortgagee shall for such purpose direct; and upon any sale or sales of such leasehold interest or any part thereof, the Mortgagee, for the purpose of vesting the aforesaid residue of any such term or any renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such terms or any renewal thereof in place of the Mortgagor and to vest the same accordingly in the new trustee or trustees so appointed freed and discharged from any obligation respecting the same.

Section 3.03 Habendum

To have and to hold the Mortgaged Property and all rights hereby conferred unto the Mortgagee and its successors and assigns forever, and with the powers and authorities and subject to the terms and conditions mentioned and set forth in this Blanket Mortgage.

Section 3.04 Principal Sum and Interest Payment

The Principal Sum secured by this Mortgage is Eighteen Million (\$18,000,000.00) Dollars and the Mortgagor shall pay to the Mortgagee, without any deduction or abatement except as herein provided, interest on the Principal Sum, as well after as before the Maturity Date, default and judgment, at the following rates in respect of the following periods during the term hereof:

- (a) from the date of the First Advance hereunder to the 31st day of December, 1985, inclusive, Eleven (11%) percent per annum; and
- (b) from the first day of January, 1986 to the Maturity Date, inclusive, Fifteen (15%) percent per annum;

on all amounts outstanding under this Blanket Mortgage with interest on overdue interest payable at the same rate, having regard to the rate then applicable pursuant to the foregoing.

1. Interest on the Principal Sum (the "Principal Sum Interest") at the rates hereinbefore set out, calculated on a daily basis on all amounts from time to time advanced, computed and compounded semi-annually from the respective dates of such advances, shall become due and be paid in arrears, at the Mortgagee's head office in Winnipeg prior to 3:00 p.m. Central Time on the 15th day of each month, commencing with the 15th day of the month immediately following the date of the first Advance hereunder and continuing on the same day in each and every month thereafter up to and including the Interest Adjustment Date. Payments of interest made after 3:00 p.m. on any day shall be deemed to have been received by the next Business Day. Accrued interest to the date of any Advance will be deducted from each Advance and the Mortgagee shall have the right and is hereby authorized by the Mortgagor to deduct from each Advance the amount of any unpaid interest.

2. Following the Interest Adjustment Date, the Principal Sum Interest at the rates and computed and compounded and payable in the manner and on the terms and conditions hereinbefore set out shall become due and be paid on the 15th day of the month next following the Interest Adjustment Date and on the 15th day of each and every month thereafter up to and including the Maturity Date.

3. On or about the last day of each month, the Mortgagee shall invoice the Mortgagor for the interest then accrued, provided, however, that the failure to invoice shall not in any way affect the Mortgagor's obligation to pay the Principal Sum Interest and interest on overdue interest at the aforementioned rates in effect from time to time, and at the time, place and manner herein specified.

4. Each amount paid to the Mortgagee hereunder shall be applied as follows: firstly, in payment of interest; secondly, in payment of all other monies due or owing under this Blanket Mortgage; and thirdly, in reduction of the Principal Sum then outstanding.

Section 3.05 Subject to Underlying Financing

The Blanket Mortgage is subject to the Canada Life Mortgage, in the amount of \$15,000,000.00. The Mortgagee agrees that it shall execute all documents and agreements of subordination and do all things necessary to subordinate this Blanket Mortgage to the Underlying Financing, if necessary. It is agreed that the principal amount hereof, Eighteen Million (\$18,000,000.00) Dollars, shall include the principal amount of the Underlying Financing, including, without limitation, the principal amount of Fifteen Million (\$15,000,000.00) Dollars owing by the Mortgagor under the Canada Life Mortgage.

Section 3.06 Interest on Full Principal Sum

(a) In consideration of the advance to the Mortgagor by the Mortgagee of the amount which is the difference between the Principal Sum of this Blanket Mortgage and the aggregate of the principal amounts advanced under the Underlying Financing, and in consideration of the covenants and obligations of the Mortgagee set forth in Article IV herein, and provided that the Mortgagee

is not then in default hereunder, the Mortgagor covenants and agrees that it will pay to the Mortgagee, on the interest payment dates set out in Section 3.04, interest as provided aforesaid on the full Principal Sum of this Blanket Mortgage. For greater certainty, it is understood and agreed that such interest shall be payable on the whole of the Principal Sum, being Eighteen Million (\$18,000,000.00) Dollars, which sum it is acknowledged includes the principal amount under the Underlying Financing, including, without limitation, the Canada Life Mortgage.

(b) If the Mortgagor experiences a Cash Flow Deficiency in any month, the interest payable hereunder may be accrued to the extent of the lesser of:

- (i) the Cash Flow Deficiency of the Mortgagor for such month; and
- (ii) the amount by which the interest payable under this Blanket Mortgage in such month exceeds the interest payments due under any Underlying Financing in such month.

Accrued interest hereunder shall bear interest which shall be due and payable in like manner and at like times as applicable with respect to the Principal Sum herein pursuant to Section 3.04.

Section 3.07 Repayment

The Principal Sum and all accrued and unpaid interest thereon shall be repaid in full by the Mortgagee on the Maturity Date.

Section 3.08 Place and Manner of Payment

The Principal Sum, together with all accrued interest thereon, shall be paid to the Mortgagor at its head office located at the following address:

6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

or at such other address as may be specified by the Mortgagee.

Section 3.09 Application of Payments

Except as specifically provided in Section 8.13 hereof, any and all payments made in respect of the Indebtedness Secured Hereby, including without limitation, all monies realized from any securities held therefor (including monies realized on any enforcement of this Blanket Mortgage), may be applied or computed to such part or parts of the Indebtedness Secured Hereby as the Mortgagee may see fit and the Mortgagee shall at all times and from time to time have the right to change, as it may see fit, any such imputation or appropriation.

Section 3.10 Prepayment

The Mortgagor and Mortgagee agree that any sums from time to time secured hereby may be prepaid, in full or in any part, by the Mortgagor to the Mortgagee at any time without notice or bonus.

Section 3.11 Charge Valid Irrespective of Advance of Money

The security hereby created and the mortgages, charges, pledges and assignments hereby made and created shall be and be deemed to be effective and shall have effect whether or not the Principal Sum or any part thereof shall be advanced before or after or upon the date of the execution of this Blanket Mortgage.

ARTICLE IV - UNDERLYING FINANCING

Section 4.01 Mortgagee's Obligations Under Canada Life Mortgage

(a) Provided the Mortgagor is not in default hereunder, the Mortgagee agrees to pay, and hereby assumes the liability of the Mortgagor for

payment of, when due, all amounts payable under the Underlying Financing, including, without limitation, the Canada Life Mortgage. The Mortgagor may remedy any default by the Mortgagee in making such payments under the Canada Life Mortgage or any other Underlying Financing by making such payments directly to the mortgagee thereof ("Direct Payments") and the amount of such Direct Payments shall be repayable by the Mortgagee to the Mortgagor on the next monthly interest payment date hereunder, together with interest thereon at the rate then applicable to the Principal Sum in respect of that month as set out at Section 3.04 hereof, failing which, such Direct Payments shall be applied pro tanto in reduction of the Mortgagor's obligation to pay interest hereunder on such monthly interest payment date.

(b) The Mortgagor shall be entitled at any time during the Term hereof to make one or more Direct Payments under the Underlying Financing, provided, however, that the Mortgagor has first given to the Mortgagee fourteen (14) days' written notice of its intention to so make such Direct Payments ("Notice of Direct Payment"). The Mortgagor shall be obligated to continue to make Direct Payments and to fully satisfy all obligations under the Underlying Financing, and to pay any amounts, whether principal, interest or of any nature or kind whatsoever, due and payable under the Underlying Financing from the date in respect of which it delivered the Notice of Direct Payment until the date which is the later of the day 14 days following written notice by the Mortgagor to the Mortgagee that it intends to discontinue making such Direct Payments and the date specified by the Mortgagor in the Notice of Direct Payment for the termination of Direct Payments, upon which day the Mortgagor shall cease to be obligated to make Direct Payments and the obligation of the Mortgagee for the payment of amounts payable under the Underlying Financing pursuant to Section 4.01 shall recommence. Notwithstanding Sections 3.04 and 3.06 hereof, any Direct Payment paid by the Mortgagor pursuant to this Section 4.01(b) shall be set-off from the amount otherwise payable hereunder on the interest payment date on, or immediately following the date upon which such Direct Payment was made. For so long as the Mortgagor is obligated to make Direct Payments to the mortgagee(s) of the Underlying Financing, it agrees to and shall indemnify and save harmless the Mortgagee from all costs, losses, damages and expenses incurred by the Mortgagee resulting from the failure of the Mortgagor to satisfy and fulfill each and every covenant and obligation pursuant to the Underlying Financing, including the payment of any and all amounts thereunder.

Section 4.02 Mortgagee To Indemnify

It is further agreed that provided there be no default hereunder, and except in the event that the Mortgagor has given Notice of Direct Payment to the Mortgagee as set out in Section 4.01(b) hereof and the obligation of the Mortgagor to make Direct Payments has not terminated pursuant to the terms of that Section, the Mortgagee shall indemnify and save harmless the Mortgagor from any and all liability for payments of interest and principal under and by virtue of the Underlying Financing and from any and all costs, losses, damages and expense which may be incurred by the Mortgagor resulting from the failure of the Mortgagee to make such payments of interest and principal.

Section 4.03 Mortgagor's Obligations Under Underlying Financing

The Mortgagor agrees to observe, keep and perform all the covenants, obligations and conditions to be observed, kept or performed by the Mortgagor under or in connection with the Underlying Financing, except for such covenants as are herein agreed to be performed by the Mortgagee, and it is agreed that should the Mortgagor fail to observe, keep and perform any of the covenants, obligations and conditions contained in the Underlying Financing, such covenants, obligations and conditions may be observed, kept and performed by the Mortgagee hereunder and the Mortgagor agrees to indemnify and save harmless the Mortgagee from and against any and all costs, expenses, liabilities, demands, claims, actions and suits whatsoever arising under or by virtue of any failure by the Mortgagor to observe, keep or perform any of the covenants, obligations, or conditions to be observed, kept or performed by the Mortgagor under the Underlying Financing, or arising in connection with any bona fide attempt by the Mortgagee to remedy such failure. It is further agreed that any amounts expended or debts or liabilities incurred by the Mortgagee as a result of the default of the Mortgagor under the Underlying Financing shall be added to the outstanding principal amount hereof and shall be payable by the

Mortgagor to the Mortgagee with interest at the rates set out in Section 8.12 hereof, on demand, from the date such amount was expended or such debt or liability was incurred by the Mortgagee to the date of payment. It is further agreed that default by the Mortgagor in observing, keeping or performing any of the covenants, obligations and conditions under the Underlying Financing shall be deemed to be default under this Mortgage.

Section 4.04 Agreements to Amend or Extend

Neither the Mortgagor nor the Mortgagee shall enter into any agreement to amend or extend the Underlying Financing, including, without limitation, the Canada Life Mortgage, without the prior written consent of the other.

ARTICLE V - COVENANTS OF THE MORTGAGOR

The Mortgagor hereby covenants and agrees with the Mortgagee for the benefit of the Mortgagee, as follows:

Section 5.01 To Pay Principal and Interest

That it will duly and punctually pay or cause to be paid to the Mortgagee, the Indebtedness Secured Hereby at the dates and places, and in the manner set out herein.

Section 5.02 Use of Advances

That it will use the proceeds of this Blanket Mortgage only for the purpose of the development, construction and operation of the Project.

Section 5.03 Title to Mortgaged Property

That it lawfully holds a good and valid leasehold title to the Lands. That it has good right and lawful authority to grant, convey, demise, assign, mortgage, pledge and charge the Mortgaged Property in accordance with the provisions hereof and that the same is free and clear of any other mortgage, charge, debenture, lien or encumbrance ranking or purporting to rank or capable of being enforced prior to or pari passu with this Blanket Mortgage, except Permitted Encumbrances; and that it will warrant and defend its right, title and interest thereto against all claims and demands whatsoever of all persons whomsoever.

Section 5.04 Maintain and Operate

That it will do all acts and things necessary to maintain, keep and operate the Project in good operating condition and that it will diligently preserve and maintain at all times any liquor licence issued pursuant to Ontario law and used in the operation of the hotel business, and will carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Mortgaged Property and the earnings, incomes, rents, issues and profits therefrom and will keep or cause to be kept proper books of account and make or cause to be made therein true and accurate entries of all material dealings and transactions in respect of the Mortgaged Property and its business and will permit, upon reasonable notice and during usual business hours, the Mortgagee and its representatives to examine the books of account and other financial records of the Mortgagor and to make copies and take extracts thereof or therefrom.

Section 5.05 To Permit Access

Subject to the terms, covenants and conditions contained in the Management Agreement, that at all times while any amounts owing to the Mortgagee hereunder are outstanding and unpaid, the Mortgagor will permit any Person designated by the Mortgagee to visit and inspect the Project and shall ensure that such person has free and unrestricted access to the Project and any part thereof, and that upon request, the Mortgagor will provide such Person with such information and data relating to the Project as such Person may reasonably request.

Section 5.06 To Maintain Existence

That it will do all acts and things necessary to keep the corporate existence of Lakeview and 127089 and the existence of the Limited Partnership in full force and effect and to keep any and all qualifications necessary for the development and proper operation of the Project in full force and effect.

Section 5.07 Not to Permit Liens

That it will use its best efforts to prevent any mechanics' or construction lien or claim from being filed or otherwise asserted against the Project and the Mortgagor will promptly cause the discharge of any such mechanics' or construction lien; provided that the Mortgagor may contest in good faith and with reasonable diligence the validity of any such lien or claim upon first furnishing such security, bond or indemnity with respect thereto as the Mortgagee may reasonably require.

Section 5.08 To Perform Obligations

That it will do, observe and perform or cause to be done, observed and performed all of its obligations and all matters and things necessary or expedient to be done, observed or performed by virtue of any law of Canada or any province or municipality thereof for the purpose of creating, performing or maintaining this Blanket Mortgage.

Section 5.09 Not To Remove or Destroy Buildings

That it will not remove or destroy or authorize to be removed or destroyed the Improvements or any part thereof.

Section 5.10 To Repair

That it will at all times repair and keep in repair and good order and condition, or cause to be so repaired and kept in repair and good order and condition the Mortgaged Property, and each and every part thereof, in accordance with the standards of a prudent owner of a comparable first-class Hotel/Shopping Centre complex and shall renew and replace or cause to be renewed and replaced all and any part of the same which may become worn, dilapidated, unserviceable, inconvenient or destroyed, even by a fortuitous event, and which are necessary for the efficient operation of the Mortgaged Property and, at all reasonable times, allow the Mortgagee or its duly authorized agent access to the Mortgaged Property in order to view the state and condition of the Mortgaged Property.

Section 5.11 Proceeds of Financing or Re-Financing

That it will pay to the Mortgagee all proceeds from the conveyance, sale, financing or re-financing of the Mortgaged Property, and any such proceeds so received by the Mortgagee shall be applied by the Mortgagee to reduce the Indebtedness Secured Hereby.

Section 5.12 To Perform Obligations Under the Ground Lease, etc.

That it will do, observe and comply with each and every term, covenant and condition of or under each and every agreement, instrument or other document relating to or affecting the Lands and the construction of the Improvements, including, without limitation, the following:

- (a) the security documents relating to the Underlying Financing;
- (b) the Sublease;
- (c) the Ground Lease;
- (d) the Development Agreement;
- (e) the Management Agreement;
- (f) the Manager's Loan Agreement;

- (g) the Interface Agreement;
- (h) the November 1, 1984 Lease Amending Agreement among Lakeview, the City and Citibank Canada;
- (i) the March 28, 1985 King Street Pedestrian Bridge Easement Agreement;
- (j) the June 10, 1985 Encroachment Agreement with The Regional Municipality of Hamilton-Wentworth;
- (k) the August 1, 1985 Agreement to extend the construction time limit to October 3, 1985;
- (l) the easements, agreements and subleases provided for in the July 3, 1984 Interface Agreement registered as Instrument No. 161659 L.T.;
- (m) Lakeview's 85 year Parking sublease to the City required under Section 22.14 of the Ground Lease;

and will not suffer or permit any default thereunder and will forthwith notify the Mortgagee in writing upon the occurrence of any default thereunder or the existence of any circumstance which, with the lapse of time, will likely result in the occurrence of any event of default thereunder and, save as provided for in Section 5.30, will not alter or amend any of the aforesaid agreements without the written consent of the Mortgagee. The Mortgagee acknowledges the obligations of the Mortgagor and/or Lakeview alone under the documents referred to in paragraphs (a) to (m) above and hereby agrees that this Blanket Mortgage is subject to the rights of the City under the terms and conditions contained or to be contained in such documents, as the case may be.

Section 5.13 To Perform Obligations to the Mortgagee

That it will from time to time punctually keep, observe, comply with, fulfill, perform and satisfy each and any of the terms, covenants, agreements, conditions and its obligations on its part to be kept, observed, complied with, fulfilled, performed and satisfied under any agreement entered into between the Mortgagor and the Mortgagee.

Section 5.14 Not to Encumber

That it will not by way of debenture, mortgage, charge, security interest or otherwise, encumber in any manner whatsoever the Project or the Mortgagor's interest in the Ground Lease, the Sublease or the Mortgaged Property, with any encumbrance ranking, purporting to rank, or capable of being enforced in priority to or pari passu with the security herein granted to the Mortgagee, with the exception of the permitted Underlying Financing (to which this Blanket Mortgage shall be subordinated, if necessary). It is understood and agreed that the Manager's Loan shall be registered against the Project subsequent to the registration of this Blanket Mortgage, but that this Blanket Mortgage shall rank in priority to the Manager's Loan and shall not be subordinated thereto.

Section 5.15 No Transfer of Project

Save as provided for in Section 5.30, that it will not dispose of or transfer by way of sale, conveyance, lease, assignment or otherwise, the Project, or any part thereof, its interest in the Ground Lease, the Sublease, or its interest in the Improvements, or any part thereof, without the prior written consent of the Mortgagee.

Section 5.16 No Transfer of Undertaking

That it will not transfer all or substantially all of its interest in the Mortgaged Property or undertaking with respect thereto to any other Person, whether by way of sale, lease assignment, amalgamation, reorganization, merger or otherwise, without the prior written consent of the Mortgagee.

Section 5.17 Covenant for Quiet Possession

That the Mortgaged Property shall remain free and clear of all assignments, liens, mortgages, charges, hypothecs, security interests and encumbrances whatsoever except for the Permitted Encumbrances, and the Underlying Financing and that upon an Event of Default hereunder, the Mortgagee shall have quiet possession of the Mortgaged Property free from all encumbrances, except for the Permitted Encumbrances and the Underlying Financing.

Section 5.18 Leases

That it will not enter into any Lease except in good faith and on such terms and conditions as have been approved by the Mortgagee, and that it will obtain in each Lease a covenant of the tenant whereby, at the request of the Mortgagee, such tenant will attorn to and become the tenant of the Mortgagee for the then unexpired residue of the term of such Lease; and that it will not accept payment of rentals under any Lease in advance except for the current monthly or quarterly rental period and except for normal security deposits and similar prepayments and further, except for the prepayment to Lakeview by the Mortgagor of rent under the Sublease for the period from October 1, 1984 to December 31, 1995 in the sum of One Million, Six Hundred and Seventy-eight Thousand (\$1,678,000.00) Dollars. Provided that such tenants enter into an agreement to attorn to the Mortgagee, as referred to above, the Mortgagee will enter into a non-disturbance agreement with such tenants pursuant to which the Mortgagee shall allow such tenants the right to peaceably enjoy the leased premises and other rights contained in the Lease with such tenant so long as such tenant is not in default under such Lease. The Mortgagee acknowledges that this Section 5.18 does not apply to the Parking Sublease to the City referred to in Section 5.12(m) or to a Pedestrian Bridge Agreement to be entered into with the City referred to in Section 5.30(a) hereof.

Section 5.19 Certified Rent Rolls

That it will monthly or, as otherwise required by the Mortgagee, deliver to the Mortgagee Certified Rent Rolls and such other reports, data and information with respect to the Leases as may be reasonably required by the Mortgagee.

Section 5.20 Furnishings, Equipment Leases and Conditional Sales

That it will keep the Hotel completely fitted, equipped and furnished in a manner consistent with a first-class hotel and that no furniture, furnishings, fixtures, fittings, machinery, equipment, including, without limitation, floor coverings, material handling equipment, cleaning and engineering equipment, decorations, kitchen equipment and other equipment used for the operation of the Hotel that will become part of the Project by attachment or use as required by the Plans and Specifications or which will be used in connection with the operation of the Hotel shall be or become subject to any lien, charge, security interest or encumbrance other than in favour of the Mortgagee without the Mortgagee's prior written consent. The Mortgagee acknowledges that certain furniture, fixtures and equipment used in connection with the operation of the Hotel and situated upon the Mortgaged Property may be leased by the Mortgagor.

Section 5.21 Construction of the Project

The Improvements, including the Hotel, have been constructed in accordance with the Plans and Specifications, the Ground Lease and the Development Agreement.

Section 5.22 To Maintain Hotel Bedrooms

That it will maintain and operate the Project in such manner that at all times from and after the completion of the Project there shall be available for occupancy by hotel guests the equivalent of 310 bedrooms in the Project.

Section 5.23 Filing of Financial Statements

That it will furnish and deliver to the Mortgagee, no later than one hundred and twenty (120) days after the end of each fiscal year of each of Lakeview Development Ltd. and the Limited Partnership, audited financial statements of Lakeview Development Ltd. or the Limited Partnership, as the case may be, which audited financial statements shall include a balance sheet, a statement of income, a statement of source and application of funds, in each case setting forth comparative figures for the immediately preceding fiscal year, and such additional information or data as the Mortgagee may reasonably require.

Section 5.24 Mortgagee May Perform Covenants

That if the Mortgagor shall fail to perform any covenant on its part herein contained, the Mortgagee may itself perform any of the said covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, it may make such payment or expenditure with its own funds or with money borrowed by or advanced to it for such purpose, but shall be under no obligation so to do; and all sums so expended or advanced shall be at once payable by the Mortgagor to the Mortgagee, shall bear interest at the rate of interest as set out in Section 8.12, but no such performance or payment shall be deemed to relieve the Mortgagor from any default hereunder.

Section 5.25 Notice of Default

That it will give the Mortgagee prompt written notice of the occurrence of any Event of Default as soon as it becomes aware or should be aware thereof.

Section 5.26 Notice of Litigation

That it will give the Mortgagee prompt written notice of any action, suit, litigation or other proceeding which is commenced or threatened against the Mortgagor and which if determined against the interest of the Mortgagor would result in a material adverse change in the financial condition or business affairs of the Mortgagor or would have a material adverse effect on or with respect to the Project or the undertaking with respect thereto.

Section 5.27 Notice of Material Change

That it will provide the Mortgagee with prompt written notice of any material adverse change in the financial condition or otherwise of the Mortgagor or of any material loss, destruction, damage of or to the Project.

Section 5.28 Other Information

That it will furnish to the Mortgagee such other information and reports relating to the Mortgaged Property as the Mortgagee may from time to time reasonably require.

Section 5.29 Further Assurances

That it will, at any and all times and at its own expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, transfers and assurances as the Mortgagee shall reasonably require, for the purpose of giving the Mortgagee a valid mortgage, hypothec, charge or security of the nature herein specified upon the Mortgaged Property, and for the better assuring, conveying, mortgaging, hypothecating, assigning, confirming, pledging, charging, ceding and transferring unto the Mortgagee all and singular the hereditaments and premises, estates and property hereby mortgaged, hypothecated, pledged and charged, or ceded and transferred, or intended so to be or which it may hereafter become bound to mortgage, hypothecate, pledge or charge, or cede and transfer, in favour of the Mortgagee.

Section 5.30 Other Agreements entered into by Mortgagor and/or Lakeview

Notwithstanding the other provisions of Section 5 or any other provision of this Mortgage to the contrary, the Mortgagee agrees that:

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- (a) Lakeview and, if required, the Limited Partnership may complete, enter into and register, as the case may be,
 - (1) the easements, agreements and subleases on terms to be agreed upon by Lakeview and the City and certain third parties, all as provided for in the Interface Agreement;
 - (ii) the Pedestrian Bridge Agreement on terms to be agreed upon by Lakeview and the City. The Mortgagee acknowledges receiving a draft of this Bridge Agreement dated March 28, 1985, revised as of November 27, 1985;
 - (iii) the Sublease of the underground parking to the City as provided for in Section 22 of the Ground Lease, on terms to be agreed upon by Lakeview and the City;
 - (iv) November 1, 1984 Lease Amending Agreement among Lakeview, the City and Citibank Canada;
 - (v) June 10, 1985 Encroachment Agreement with The Regional Municipality of Hamilton-Wentworth; and
 - (vi) August 1, 1985 Agreement to extend the construction time limit to October 3, 1985.
- (b) Although the documents referred to in Section 5.30(a) may be registered after the registration of this Blanket Mortgage, the Mortgagee agrees that they shall be an encumbrance upon the Lands prior to this Mortgage in the same manner and to the same effect as if they had been dated and registered prior to this Mortgage.

ARTICLE VI - INSURANCE

Section 6.01 Covenant to Insure

The Mortgagor covenants and agrees that it will insure, and will keep insured, at its own expense, the Improvements and all other insurable property forming part of the Mortgaged Property at all times during the term hereof in strict compliance with the terms and conditions respecting insurance contained in the Ground Lease.

Section 6.02 Application of Proceeds and Endorsements

Subject to the provisions of the Ground Lease and all Underlying Financing, the Mortgagor shall cause the insurance money under all policies required hereunder to be made payable to the City, the mortgagees of any Underlying Financing, the Mortgagee and the Mortgagor, as their interests may appear. The Mortgagee, subject to the above-mentioned agreements, may have such insurance money applied, at the election of the Mortgagee, in reinstatement of the Mortgaged Property or towards repayment of the Indebtedness Secured Hereby to the maximum of the Indebtedness Secured Hereby whether then due or not. The Mortgagor shall from time to time do, sign, execute or endorse all transfers, assignments, cheques, loss claims, receipts, writings and things necessary or desirable for the purposes aforesaid; and for such purposes, the Mortgagor hereby irrevocably appoints the Mortgagee its attorney to do, sign, execute and endorse such transfers, assignments, cheques, loss claims, receipts, writings and things in the name of the Mortgagor and on its behalf as the Mortgagee may deem necessary or advisable.

Section 6.03 Premiums

The Mortgagor shall duly and reasonably pay or cause to be paid all premiums and other sums of money payable for maintaining any such insurance as aforesaid.

Section 6.04 Notice of Cancellation

The policies covering the Mortgaged Property shall contain "mortgage clauses" whereby the insurer agrees that the proceeds are payable to the Mortgagee as hereinbefore provided, that the policies are to remain in full force

notwithstanding anything contained in or omitted from the application therefor, that such insurance will not be invalidated or affected by any act or omission of any person other than the Mortgagee and that it will not be cancelled or terminated and will not expire without at least thirty (30) days notice in writing to the Mortgagee, or providing to this effect to the extent from time to time available from insurers.

Section 6.05 Renewals

The Mortgagor will, at least 15 days prior to the expiry of any insurance policy, deliver to the Mortgagee a renewal receipt, binder or new policy (or a certified copy of such renewal receipt, binder or new policy) replacing such expiring insurance or otherwise satisfy the Mortgagee that such insurance is being renewed and will deposit or otherwise deal with all such policies and contracts of insurance and renewals and binders in such places and manner as the Mortgagee may from time to time require and will keep the Mortgagee informed of any change or alteration in the property of the Mortgagor material to the insurance coverage and will furnish the Mortgagee with particulars of all insurance covering the Mortgaged Property, or any part thereof. Should the Mortgagor fail to effect such insurance, and make the same payable to the Mortgagee as herein provided for and to keep the same in force or to exhibit or deliver any such policies, contracts of insurance, renewals, binders or receipts (or certified copies thereof) as aforesaid in the manner and within the time period herein set out, the Mortgagee or other person or persons acting through the Mortgagee may effect such insurance (in which case the Mortgagor shall immediately repay to the Mortgagee on demand the amount expended, together with interest as set out in Section 8.12).

Section 6.06 Losses

All monies received by the Mortgagor, the Mortgagee or the Mortgagee and the Mortgagee jointly, under any policy or contract of insurance effected pursuant to the terms of this Blanket Mortgage or required to be effected pursuant to this Blanket Mortgage or otherwise effected by the Mortgagor or the Mortgagee shall, subject to the rights of the City, the mortgagees of any Underlying Financing, be paid to the Mortgagee.

Section 6.07 Proceeds in Accordance with Ground Lease

Notwithstanding any other provision in this Section 6 or this Blanket Mortgage to the contrary, it is understood and agreed that proceeds of insurance policies shall be payable and utilized in accordance with and subject to the insurance provisions of the Ground Lease.

ARTICLE VII - TAXES

Section 7.01 Payment of Taxes

The Mortgagor covenants and agrees that it will pay or cause to be paid the Taxes as and when the same become due and payable and that it will exhibit to the Mortgagee forthwith, when required, the receipts and vouchers establishing such payment or such other evidence of payment as the Mortgagee may require and will duly observe and conform to all valid requirements of any governmental or municipal authority relative to any of the Mortgaged Property, and all covenants, terms and conditions upon or under which any of the Mortgaged Property is held.

Section 7.02 Mortgagor to Pay Taxes to Mortgagee

(a) Whenever and so long as the Mortgagee so requires, the Mortgagor shall, on the first day of each month of the term hereof, pay to the Mortgagee, in addition to all other monies hereby required to be paid by the Mortgagor to the Mortgagee or otherwise, such sum as the Mortgagee may from time to time estimate to be required in order to provide funds sufficient to pay in full the Taxes in each year at the time when such Taxes or the first installment thereof becomes payable and shall transmit to the Mortgagee all tax bills and other notices relative to the imposition of Taxes, forthwith after receipt thereof by it.

(b) All payments so made by the Mortgagor to the Mortgagee pursuant to this subsection shall, at the option of the Mortgagee, be either credited

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to an account relating to this Blanket Mortgage on the Mortgagee's books of account (as to which account the Mortgagee shall not be a trustee) or applied against the Principal Sum or other monies owing or secured hereunder.

(c) If and so long as the Mortgagee requires such additional payments to be made, and the Mortgagor shall have made the same, the Mortgagee shall, so long as there is no default hereunder, pay the amount of all Taxes as they fall due or at such earlier time as the Mortgagee deems fit but nothing herein contained shall obligate the Mortgagee to pay such Taxes more often than yearly, and the amount thereby expended shall be debited against the said tax account to the extent that the amount in the said tax account is sufficient and the Mortgagee may, at its option, either debit to the said tax account or add to the Principal Sum, the amount, if any, by which the said tax account is insufficient.

(d) Any debit balance from time to time in the said tax account shall bear interest at the same rate calculated in the same manner as the Principal Sum and shall, together with such interest, be secured under the terms of this Blanket Mortgage, but nothing herein contained shall render the Mortgagee liable to allow or pay interest on any credit balance from time to time in the said tax account.

(e) The amount, if any, by which the aggregate of all Taxes which have been paid by the Mortgagee exceeds at any time, and from time to time, the aggregate of all payments which have been made by the Mortgagor to the Mortgagee pursuant to this Section 7.02 shall be paid by the Mortgagor forthwith on demand therefor at any time and from time to time.

ARTICLE VIII - DEFAULT AND ENFORCEMENT

Section 8.01 Events of Default

The security hereby constituted shall become enforceable, subject to the terms herein contained, in each and every of the following events ("Events of Default"):

- (a) if the Mortgagor fails to perform, fulfill or satisfy, or otherwise is in default under or is in breach of, any of the terms, conditions, provisions, covenants or agreements contained or referred to herein, including, without limitation:
 - (i) the failure of the Mortgagor to pay, when due, any Principal Sum, interest and any other monies owing to the Mortgagee hereunder or Indebtedness Secured Hereby; and/or
 - (ii) the failure of the Mortgagor to perform, fulfill or satisfy each of the covenants, terms and conditions, subject to Section 4.01 hereof, contained in the Underlying Financing, the Manager's Loan, the Ground Lease, the Sublease, the Development Agreement, the Management Agreement and the Interface Agreement;

and such failure or default remains unremedied for the lesser of the time provided for in such agreement for the curing of such default and Seven (7) business days after notice to remedy is given by the Mortgagee;

- (b) if the Mortgagor fails to carry out, satisfy, observe or perform any covenant, term or condition of any other security document, instrument or agreement entered into between the Mortgagor and the Mortgagee, or in any security document, instrument or agreement entered into by the Mortgagor and delivered to the Mortgagee, granted by the Mortgagor to the Mortgagee pursuant thereto, whether secured hereby or otherwise, and such failure or default remains unremedied for Seven (7) business days after notice to remedy is given by the Mortgagee, or such shorter time as may be provided for in such agreement for the curing of such default, or if any of the warranties and representations made by the Mortgagor in any agreement entered into between the Mortgagor and the Mortgagee, or

in any other document, instrument, material, data and information provided to the Mortgagee are inaccurate, false or misleading;

- (c) if the Hotel, whether or not construction has been completed, is condemned, or if it is destroyed or rendered substantially unfit for the purposes for which it is intended, by any cause whatsoever;
- (d) if any action is taken to dissolve the Limited Partnership;
- (e) if any encumbrancer shall take possession of the Project, or any part thereof, or if a distress, execution or similar process be levied or enforced against the Project or any part thereof;
- (f) if the Mortgagor shall permit any sum which has been admitted as due by the Mortgagor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the Mortgaged Property in priority to or pari passu with the charge created and secured by this Blanket Mortgage to remain unpaid for Thirty (30) days after proceedings have been taken to enforce same;
- (g) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Mortgagor and if in the opinion of the Mortgagee any of the foregoing impairs the ability of the Mortgagor to repay any amounts due to the Mortgagee hereunder;
- (h) if the Mortgagor ceases or threatens to take steps to cease to carry on the operation of the Hotel, its business or a substantial part thereof;
- (i) if the Mortgagor shall not have remedied any default under the Underlying Financing which it is the obligation of the Mortgagor to fulfill, or under the Ground Lease, the Sublease or the Interface Agreement, within the period of time therein prescribed;
- (j) if the Manager ceases assisting the Mortgagor in the planning, decorating, furnishing and equipping of the Hotel or if the Management Agreement is terminated without the prior written consent of the Mortgagee;
- (k) if, prior to the expiry of the original term of the Ground Lease or the Sublease, the Ground Lease or the Sublease is terminated for any reason whatsoever.

Section 8.02 Acceleration on Default

In case the Security Hereby Constituted shall have become enforceable as hereinbefore provided, the Mortgagee may, in its discretion, declare the Indebtedness Secured Hereby to be due and payable and the same shall forthwith become immediately due and payable to the Mortgagee, anything herein to the contrary notwithstanding, and the Mortgagor shall forthwith pay to the Mortgagee the Indebtedness Secured Hereby.

Section 8.03 Remedies and Enforcement by Mortgagee

In the case of any Event of Default, or whenever the Security Hereby Constituted has become enforceable and so long as it remains enforceable, the Mortgagee may, subject to the terms of the Management Agreement:

- (a) by its officers, agents or attorneys immediately enter into and upon and take possession of the Mortgaged Property or any part thereof with power to exclude the Mortgagor and its agents and servants therefrom, and to take possession of all or any documents and/or records evidencing or relating to the Mortgaged Property or any part thereof, and, whether or not the Mortgagee has done any of the foregoing, may sell, lease or otherwise

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dispose of the Mortgaged Property or any part thereof either as a whole or in separate parcels, at public auction, by public tender or by private sale, with or without notice, either for cash or upon credit or partly for one and partly for the other, and upon such terms and conditions as the Mortgagee may determine and the Mortgagee may rescind or vary any contract or other writing relating to the Mortgaged Property or the sale, lease or other disposition thereof, and may again sell, lease or otherwise dispose of the Mortgaged Property with or under any of the powers conferred herein; and the Mortgagee may execute and deliver to any purchaser or lessee of the Mortgaged Property or any part thereof, or to any other Person, good and sufficient deeds and documents for the same, the Mortgagee being irrevocably constituted the attorney of the Mortgagor for the purpose of making any such sale, lease or other disposition and executing such deeds and documents;

- (b) preserve and maintain the Mortgaged Property and make such repairs, replacements and additions thereto as it deems appropriate; take all such steps as the Mortgagee may consider necessary or desirable for the purposes of completing the Project and for such purposes to enter into all such contracts and undertake all such obligations as the Mortgagee may determine, and to give security therefor upon the Mortgaged Property or any part thereof; provided that the Mortgagee shall not be under any obligation to complete the Project; and enjoy and exercise all powers necessary to the performance of all functions provided for in this subsection, including, but not in limitation thereof, the power to purchase on credit, borrow money in the Mortgagor's or its own name, advance its own monies at the rate of interest set out in Section 8.12 and to enter into contracts and undertake obligations for the foregoing purposes upon the security of the Mortgaged Property;
- (c) receive and collect the rents, incomes and profits derived from the Mortgaged Property and all other monies due and becoming due in connection with the Mortgaged Property and pay therefrom all expenses of maintaining, preserving, protecting and operating the Mortgaged Property and all charges against the Mortgaged Property ranking in priority to this Blanket Mortgage or payment of which may be necessary to preserve or protect the Mortgaged Property; renew from time to time any or all of the Leases; and enjoy and exercise all powers necessary to the performance of all functions provided for in this subsection, including, but not in limitation thereof, the power to purchase on credit, borrow money in the Mortgagor's or its own name, advance its own monies at the rate of interest set out in Section 8.12 and to enter into contracts and undertake obligations for the foregoing purposes upon the security of the Mortgaged Property. Without limiting the generality of the foregoing and whether or not the Mortgagee shall have entered into or taken possession of the Mortgaged Property or any part thereof, the Mortgagee shall have the right to give notice either in its own name as Mortgagee or in the name of the Mortgagor or to require the Mortgagor to give notice to tenants under all or any of the Leases requiring that all rental and other payments falling due under such Leases shall, until further notice, be paid to the Mortgagee;
- (d) grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Mortgagor, debtors of the Mortgagor and others and with the Mortgaged Property and any other security as the Mortgagee may see fit;
- (e) by instrument in writing appoint any Person to be a receiver (which term shall for the purposes of this Article VIII include a receiver and manager and any other officer or person with similar powers) of the Mortgaged Property or of any part thereof and may remove any receiver so appointed and appoint another in his stead and any such receiver so appointed shall have the power:

- (i) to enter upon, take possession of and to use and to occupy the Mortgaged Property or any part thereof;
- (ii) to carry on all or any part of the business of the Mortgagor relating to the Mortgaged Property, including, without limitation, taking such steps as may be necessary or desirable to complete the Project and to operate and carry on the business of the Mortgagor relating to the Mortgaged Property, including the Hotel and Shopping Centre and all other Improvements;
- (iii) to borrow money on the security of the Mortgaged Property in priority to this Blanket Mortgage for the purpose of the maintenance, preservation or protection of the Mortgaged Property or any part thereof or for carrying on all or any part of the business of the Mortgagor relating to the Mortgaged Property, including the completion of the Project;
- (iv) to sell, lease or otherwise dispose of the whole or any part of the Mortgaged Property at public auction, by public tender or by private sale, with or without notice, either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine;
- (v) to rent any portion of the Mortgaged Property which may become vacant for such term and subject to such provisions as he may deem advisable or expedient and in so doing, every such receiver shall act as the attorney or agent of the Mortgagor and he shall have authority to execute under seal any lease of such premises in the name of and on behalf of the Mortgagor and the Mortgagor undertakes to ratify and confirm whatever any such receiver may do in the Premises;
- (vi) to manage, operate, amend, repair, alter or extend the Mortgaged Property or any part thereof in the name of the Mortgagor for the purpose of securing the payment of rental from the Mortgaged Property or any part thereof;
- (f) exercise any of the other rights to which the Mortgagee is entitled as holder of this Mortgage, including the right to take proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver and manager, for the sale of the Mortgaged Property or any part thereof, for foreclosure, to enforce any covenant contained herein, enforce the payment of principal, interest and other monies forming part of the Indebtedness Secured Hereby and the right to take any other action, suit, remedy or proceeding authorized or permitted under this Blanket Mortgage or by law or in equity in order to enforce the Security Hereby Constituted.

Section 8.04 Surrender by Mortgagor

The Mortgagor binds and obliges itself to yield up possession of the Mortgaged Property or any part thereof on demand whenever the Mortgagee shall have a right of entry under the provisions of this Blanket Mortgage and agrees to put no obstacle in the way of, but to facilitate by all legal means the actions of the Mortgagee hereunder and not to interfere with the carrying out of the powers hereby granted to it. The Mortgagor hereby binds itself in said event to consent to any petition or application presented to the court by the Mortgagee in order to effectuate the intent of this Blanket Mortgage and the Mortgagor shall not, after receiving due notice from the Mortgagee that it has taken possession of the Mortgaged Property and undertaking by virtue of these presents, continue in the said property and undertaking, unless with the express written consent and authority of the Mortgagee, and shall forthwith, by and through its officers and directors, execute such documents and transfers as may be necessary to place the Mortgagee in legal possession of the Mortgaged Property and undertaking and after receipt of such notice all the powers and functions, rights and privileges of each and every of the directors and

officers of the Mortgagor shall cease and determine with respect to the Mortgaged Property unless specifically continued in writing by the Mortgagee, or unless the Mortgaged Property shall have been restored to the Mortgagor by the Mortgagee.

Section 8.05 Waiver of Default

No consent or waiver, express or implied, by the Mortgagee to or of any breach or default by the Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by it of its obligations hereunder. Failure on the part of the Mortgagee to complain of any act or failure to act of the Mortgagor or to declare the Mortgagor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Mortgagee of its rights hereunder.

Section 8.06 Remedies Cumulative

No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute as modified herein. Without limiting the generality of the foregoing, the taking of judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the right of the Mortgagee to interest as provided herein.

Section 8.07 Protection of Mortgagee and Remuneration of Receiver

The Mortgagee shall not, nor shall any receiver appointed by it, be responsible or liable, upon an enforcement of its right hereunder, for any loss occasioned by any demand, collection, enforcement, sale or other realization or the failure to so demand, collect, enforce, sell or otherwise realize upon the Mortgaged Property or any part thereof, and any failure to protect the Mortgaged Property or any part thereof from depreciating in value, for any debts contracted by it, for damages to persons or property, or for salaries or non-fulfillment of contracts during any period wherein the Mortgagee or such receiver shall manage the Mortgaged Property or any part thereof upon or after entry, as herein provided and the Mortgagee shall not be bound to do, observe or perform or to see the observance or performance by the Mortgagor of any of the obligations herein imposed upon the Mortgagor.

Section 8.08 Judgment Against Mortgagor

The Mortgagor covenants and agrees with the Mortgagee that, in the case of any judicial or other proceedings to enforce the Security Hereby Constituted, judgment may be rendered against the Mortgagor in favour of the Mortgagee for any amount which may remain due in respect of the Indebtedness Secured Hereby after the application to the payment thereof of the proceeds of any sale of the Mortgaged Property or any part thereof.

Section 8.09 No Inquiry

No person dealing with the Mortgagee or its agents shall be concerned to inquire whether the powers which the Mortgagee or such agents are purporting to exercise have become exercisable, or whether any money remains due upon the security of this Blanket Mortgage, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or of any other dealing by the Mortgagee with the Mortgaged Property or any part thereof or to see to the application of any money paid to the Mortgagee; and such dealings shall be deemed, insofar as regards the safety and protection of such person to be within the powers hereby conferred and to be valid and effectual accordingly.

Section 8.10 Expenses

The Mortgagor shall pay to the Mortgagee upon demand the amount of all expenses (including legal fees and disbursements on a solicitor and client basis) incurred in recovering any Indebtedness Secured Hereby or in enforcing the Security Hereby Constituted, including but not limited to, the expenses

incurred in connection with the repossession, holding, repairing, processing, preparing for disposition, and disposing of any of the Mortgaged Property (including legal fees and disbursements on a solicitor and client basis), with interest thereon from the date of the incurring of such expenses at the rate of Three (3%) percent per annum above the Prime Rate, calculated daily and compounded monthly. Whether any action or any judicial proceedings to enforce the aforesaid payments has been taken or not, the amount owing to the Mortgagee under this section shall be added to the Indebtedness Secured Hereby.

Section 8.11 Receiver Agent of the Mortgagor

The Mortgagor hereby agrees that any receiver appointed by the Mortgagee:

- (a) shall be the irrevocable agent or attorney of the Mortgagor for the collection of all rents falling due in respect of the Mortgaged Property or any part thereof and in respect of any tenancies of the Mortgaged Property;
- (b) may, in the discretion of the Mortgagee and by writing under its corporate seal, be vested with all or any of the powers and discretions of the Mortgagee contained herein;
- (c) shall, so far as concerns the responsibility of his acts or omissions, be deemed the agent or attorney of the Mortgagor and in no event the agent of the Mortgagee.

Section 8.12 Borrowed Money

All monies borrowed or advanced pursuant to this Article VIII or Section 4.03 shall be repaid by the Mortgagor forthwith upon demand and until repaid, shall bear interest at the rate of Three (3%) percent above the Prime Rate, calculated daily and compounded monthly; and all such monies together with interest as aforesaid, shall form a charge on the Mortgaged Property in priority to the Indebtedness Secured Hereby.

Section 8.13 Application of Proceeds of Sale or Realization

The monies arising from the possession by the Mortgagee of the Mortgaged Property or from any sale or realization of the whole or any part of the Mortgaged Property (except by foreclosure), whether under any sale by the Mortgagee, the receiver appointed by the Mortgagee pursuant to Article VIII, by any judicial proceedings or otherwise, shall be applied as follows:

- (i) first, to pay or reimburse to the Mortgagee all costs, charges, expenses, fees, advances and compensation of the Mortgagee incurred in taking, recovering and keeping possession of the Mortgaged Property or generally in any other proceedings taken hereunder in connection with or to realize upon the security hereof, and to pay all of the remuneration of the receiver referred to in Article VIII and all costs and expenses properly incurred by such receiver;
- (ii) second, to pay all Taxes and any other charges, liens or encumbrances ranking in priority to the security of this Blanket Mortgage;
- (iii) third, to pay all amounts of money borrowed or advanced by the Mortgagee or the receiver appointed pursuant to Article VIII hereof together with any interest thereon;
- (iv) fourth, to pay any other Indebtedness Secured Hereby; and
- (v) fifth, the surplus (if any) shall be paid to the Mortgagor or its assigns.

Section 8.14 Mortgagee Appointed Attorney

The Mortgagor hereby irrevocably appoints the Mortgagee to be the attorney of the Mortgagor in the name and on behalf of the Mortgagor to execute and do any deeds, transfers, conveyances, assignments, assurances and

things which the Mortgagor ought to execute and do, and has not executed or done, under the covenants and provisions contained in this Blanket Mortgage and generally to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred on the Mortgagee.

Section 8.15 Mortgagor to Execute Confirmatory Deed

In case of any sale under the provisions of this Article, whether by the Mortgagee or under judicial proceedings, the Mortgagor agrees that it will execute and deliver to the purchaser on demand any instrument reasonably necessary to confirm to the purchaser the title of the property so sold, and, in case of any such sale, the Mortgagee is hereby irrevocably authorized by the Mortgagor to execute on its behalf and in its name any such confirmatory instrument.

Section 8.16 Blanket Mortgage Subject to Ground Lease

Notwithstanding any provision herein contained to the contrary, it is understood and agreed that this Blanket Mortgage is subject to the rights of the City, as lessor, under the Ground Lease and in particular to the right of the City to acquire title to the Improvements (as that capitalized term is defined in the Ground Lease) upon expiration or termination of the Ground Lease in accordance with the terms thereof.

Section 8.17 Acknowledgement Regarding Interface Agreement

Notwithstanding any provision contained herein to the contrary, in the event that the Mortgagee shall succeed to the interest of the Mortgagor in the Mortgaged Property by way of foreclosure, or otherwise takes possession thereof, or if the Mortgaged Property is sold pursuant to a power of sale hereunder, it is understood and agreed that the Mortgagee or any purchaser succeeding to the interest of the Mortgagee in the Mortgaged Property shall assume all terms and obligations on the part of the Mortgagor (or either of the parties comprising the Mortgagor) under the Interface Agreement and any agreement, easement, lease or sublease contemplated by the said Interface Agreement.

ARTICLE IX - EXPROPRIATION

Section 9.01 Expropriation

Subject to the rights of the City under the Development Agreement and Ground Lease, and subject to the rights of the mortgagees of the Underlying Financing, in the event that all or any part of the Mortgaged Property be expropriated or taken under any power of eminent domain or condemnation or similar power, the Mortgagee shall release the property so taken upon receipt by the Mortgagee of:

- (a) a statutory declaration of an officer of either Lakeview or 127089 fully describing the property taken and the amount of the compensation to be received therefor and stating either that such amount has been determined by arbitration or judicial proceedings or that such amount is, in the opinion of said officer, fair and reasonable in the circumstances;
- (b) the compensation for such property; and
- (c) an opinion of Counsel for the Mortgagee stating that such property has been expropriated or taken as aforesaid.

The Mortgagee shall have the right to be represented by Counsel in any proceedings in respect of the expropriation or taking of any part of the Mortgaged Property.

ARTICLE X - GENERAL PROVISIONS

Section 10.01 Notices

Any notice, demand, request, consent, agreement or approval which is or may be required to be given pursuant to this Blanket Mortgage shall be in writing and shall be sufficiently given or made if delivered, in the case of

the Mortgagor, to any director or officer of each of Lakeview and 127089, and in the case of the Mortgagee, to any director or officer of the Mortgagee, or (except in the case of an actual or pending disruption of postal service) mailed by registered mail, and in the case of:

- (a) the Mortgagor addressed to it at:

Lakeview Development Ltd.
6th Floor - 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. Jack Levit

- and -

127089 Canada Ltd.
6th Floor - 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. Jack Levit

Copy to: McJannet, Weinberg, Rich
5th Floor - 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. J.T. McJannet, Q.C.

- (b) the Mortgagee addressed to it at:

Lakeview Development of Canada Ltd.
6th Floor - 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. Jack Levit

The Mortgagee and the Mortgagor, may, from time to time, change its address or stipulate another address from the address described above in the manner provided in this paragraph. The date of receipt of any such notice, demand, request, consent, agreement or approval, if delivered as aforesaid, shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the second Business Day following the date of mailing.

Section 10.02 Amendments

This Blanket Mortgage may not be modified or amended except by written agreement between the Mortgagee and the Mortgagor.

Section 10.03 Assignment

The Mortgagee may assign, transfer, negotiate, pledge or otherwise hypothecate this Blanket Mortgage or any of its rights and security hereunder or any part hereof, and all rights and remedies of the Mortgagee in connection with the interest so assigned contained herein shall be enforceable against the Mortgagor by such assignee or transferee as the same would have been by the Mortgagee but for such assignment.

Section 10.04 Survival

All covenants, undertakings, agreements, representations and warranties made by the Mortgagor in any agreement entered into between the Mortgagor and the Mortgagee and in any certificates, reports, statements, information, data, documents, or instruments delivered to the Mortgagee shall survive the execution, registration and delivery of this Blanket Mortgage and shall continue in full force and effect.

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Section 10.05 Successors and Assigns

This Blanket Mortgage and each of the terms, conditions and covenants herein contained shall enure to the benefit of the successors and assigns of the Mortgagee and be binding upon the respective successors and permitted assigns of the Mortgagor.

Section 10.06 No Obligation to Advance

Neither the issue, nor the delivery, nor the registration of this Blanket Mortgage shall obligate the Mortgagee to advance any money to the Mortgagor nor shall the advance of monies by the Mortgagee to the Mortgagor bind the Mortgagee to advance further monies, but nevertheless, the charge hereby created shall take effect forthwith upon the execution of these presents by the Mortgagor and the legal and other fees and disbursements, if not paid by the Mortgagor, are to be secured by the charge hereby created whether or not the whole or any balance of the principal sum of this Mortgage remains not advanced and the said fees and disbursements shall be payable forthwith without demand therefor with interest at the rate provided for in this Mortgage, and in default, all remedies hereunder and at law and in equity shall be exercisable.

Section 10.07 Discharge

Upon the Indebtedness Secured Hereby being repaid in full and provided that this Blanket Mortgage is no longer required by the Mortgagee as security, the Mortgagee shall, within a reasonable time following the Mortgagee's receipt of a written request from the Mortgagor, and at the sole cost and expense of the Mortgagor, reassign the Mortgaged Property and deliver a discharge of this Blanket Mortgage to the Mortgagor.

Section 10.08 Receipt of Copy

The Mortgagor acknowledges having received a copy of this Blanket Mortgage.

ARTICLE XI - REFINANCING

11.01 The Mortgagor agrees that it shall refinance this Blanket Mortgage at any time during the term hereof at the request and expense of the Mortgagee, provided that 127089 may refuse, on behalf of the Mortgagor, to refinance this Blanket Mortgage, or may impose upon the Mortgagee such conditions as it deems necessary in respect of such refinancing, if the debt service to the Limited Partnership calculated on a cash basis disregarding accrued interest and interest buy-downs payable under the proposed new mortgage exceeds the interest cost payable by the Limited Partnership to the Mortgagee under this Blanket Mortgage. Notwithstanding the aforesaid, the Mortgagor shall not refinance this Blanket Mortgage or any underlying mortgages or debentures authorized under this Blanket Mortgage if such refinancing would result in a projected negative cash flow to the Mortgagor.

IN WITNESS WHEREOF LAKEVIEW DEVELOPMENT LTD. and 127089 CANADA LTD., as General Partner for King Street Hamilton Hotel Limited Partnership, have caused their corporate seals to be hereunto affixed and this Blanket Mortgage to be signed by their authorized officers or directors as of the 14th day of September, 1985.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

127089 CANADA LTD, as General Partner
for King Street Hamilton Hotel Limited
Partnership

Per: _____

Per: _____

SCHEDULE "A"

THE "LANDS"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton in the Regional Municipality of Hamilton-Wentworth in the Province of Ontario. And being composed of Part of Lots 1 and 2 and the unnumbered lot in Block 1, part of Lots 1 and 2 and the unnumbered lot in the Block bounded by Market, MacNab, King and Park Streets all according to DAVID KIRKENDALL SURVEY registered in the Land Registry Office for the Registry Division of Wentworth as Plan No. 39. And Part of Park Street immediately east of the said Block 1 (said Park Street now closed by the City of Hamilton By-Law No. 81-14 dated December 9, 1980, and registered in the said Land Registry Office as Instrument No. 174954CD) and which said parcel may be more particularly described as all of Part 1 according to a reference plan received and deposited in the said Land Registry office on April 22, 1980, as Plan No. 62R-5316.

Being the whole of Parcel 1 - 2 in the Leasehold Register for Section W-39(c).

SCHEDULE "B"PERMITTED ENCUMBRANCES

1. 199965 AB - Agreement
2. 168766 CD - Amendment to Agreement
3. 271066 CD - Ground Lease
4. 292836 CD - Agreement
5. 292837 CD - Agreement
6. 292838 CD - Agreement
7. 292839 CD - Agreement
8. 292840 CD - Agreement
9. 153111 LT - Notice of Sublease
10. 161659 LT - Notice of Agreement
11. 163466 LT - Charge
12. 164281 LT - Notice of Agreement
13. 164282 LT - Notice of Agreement
14. 164283 LT - Notice of Agreement
15. 164284 LT - Postponement of Charge
16. 164285 LT - Postponement of Charge
17. 164286 LT - Postponement of Charge
18. 164287 LT - Notice of Agreement
19. 164288 LT - Notice of Assignment of Rents
20. 164362 LT - Notice of Assignment of Agreements
21. 164371 LT - Notice of Agreement
22. 164372 LT - Postponement of Charge

Any and all other instruments, agreements and documents referred to in
Section 5.12 of this Blanket Mortgage;

Undertaking executed by the Mortgagor in favour of the City dated August 23,
1985;

Amending Agreement among the City, Lakeview and the Limited Partnership,
dated August 21, 1986.

LAKEVIEW DEVELOPMENT LTD.
AND 127089 CANADA LTD.

Schedule 'B'

05/12/87

(Incorporated under the laws of Canada)

Formally dated as of the 14th day of August, 1985.

1. 127089 CANADA LTD. (hereinafter called "127089"), a body corporate having its head office in Winnipeg, in the Province of Manitoba, as General Partner of the King Street Hamilton Hotel Limited Partnership (hereinafter called the "Partnership") and LAKEVIEW DEVELOPMENT LTD. (hereinafter called "Lakeview", 127089 and Lakeview hereinafter called the "Corporations") for value received, hereby acknowledge their indebtedness and promise to pay to LAKEVIEW DEVELOPMENT OF CANADA LTD., or order (hereinafter called the "Holder"), a Federal corporation incorporated under The Canada Business Corporations Act, having an office at 6th Floor, 185 Carlton Street, Winnipeg, Manitoba, R3C 3J1, the sum of SEVEN HUNDRED AND FIFTY THOUSAND (\$750,000.00) CANADIAN DOLLARS, which sum shall be deemed to be increased by deferred interest as hereinafter provided, and which sum shall be payable on or before August 13, 1998, on the terms and conditions hereinafter set out (and as further set out under the terms of a promissory note (the "Promissory Note") dated August 14, 1985 in the principal amount of \$750,000.00, a copy of which is attached hereto as Schedule "A"), at the offices of LAKEVIEW DEVELOPMENT OF CANADA LTD., 6th Floor, 185 Carlton Street, Winnipeg, Manitoba, R3C 3J1, or such other place as the Holder may designate from time to time, together with interest on the principal amount outstanding from time to time equal to the then current Prime Rate. "Prime Rate" means the annual rate of interest charged and generally announced by the Royal Bank of

APPENDIX "G" AS REFERRED TO
IN SECTION 19(b) OF THE 9th
REPORT OF THE PLANNING &
DEVELOPMENT COMMITTEE

Canada from time to time as being its Prime Rate for substantial Canadian dollar demand loans in Canada, and shall be payable monthly in arrears and calculated based upon a 365/366 day year and the actual days elapsed. Notwithstanding the foregoing, during the first thirty-six (36) months of the term hereof, such interest shall accrue but payment thereof shall be deferred, the aggregate thereof from time to time being deemed to increase the aggregate principal amount owing, to be subject to interest as otherwise herein provided, and to be due and payable by the Corporations on or before the term date set forth above. Beginning with the thirty-seventh (37th) month of the term hereof, the aggregate principal amount hereof (including deferred interest as aforesaid) shall be amortized and repaid in 120 level monthly installments due and payable in arrears at the same time as the interest payment hereunder is due and payable.

If any payment hereunder would otherwise be due on a day which is not a day on which banks are open for business in Winnipeg, it shall be due on the next day which is such a business day.

Provided that if any sum due for interest is not paid on its due date, it shall itself bear interest from its due date until paid at the interest rate hereinabove set out.

Provided that the Corporations shall prepay the unpaid principal balance of this Security in the amount of any cash proceeds received by the Corporations or the Partnership from the sale or issuance of any

additional security or other interest in the Corporations or the Partnership, or in the amount of any net cash proceeds from the sale of any asset of the Partnership or the Corporations or used in or in connection with the operation of the Sheraton Hamilton Hotel (hereinafter referred to as the "Hotel") sold in an asset sale solely for cash, promptly upon receipt of any such cash proceeds.

2. This Debenture is hereinafter referred to as the "Security".

3. The Security granted by the Corporations to the Holder secures payment and satisfaction of any and all obligations, indebtedness and liability of the Corporations to the Holder (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and whether each or either of the Corporations be bound alone, with each other or with another or others and whether as principal or surety, including, without limitation, the obligations of the Corporations under the terms of this Debenture, the Promissory Note and that certain loan agreement (the "Loan Agreement") dated August 14, 1985, a copy of which is attached hereto as Schedule "B".

4. As security for the payment of the principal and interest of this Security and of all other monies from time to time owing hereunder, the Corporations hereby:

- (a) mortgage and charge as and by way of a fixed and specific mortgage and charge to and in favour of the Holder the following: the Corporations' leasehold interest in the real property by virtue of a Ground Lease of the real property between the Corporation of the City of Hamilton and Lakeview dated May 3, 1983, and registered as Instrument No. 271066 C.D., and a sublease of the real property between Lakeview as Sub-Lessor and the Corporations as Sub-Lessee made as of October 1, 1984, and the Corporations' interest in the fixtures and improvements on such real property, commonly known as the Sheraton Hamilton Hotel (the "Hotel"), such real property being located in Hamilton, Ontario, and being legally described as set forth in Schedule "C" attached hereto (hereinafter referred to as the "lands"), subject only to those matters set forth in Schedule "D" attached hereto (hereinafter referred to as the "permitted encumbrances") and subject and subordinate to prior liens and mortgages securing a total indebtedness (including indebtedness secured by permitted encumbrances) not to exceed TWENTY-TWO MILLION, EIGHT HUNDRED THOUSAND (\$22,800,000.00) CANADIAN DOLLARS; and
- (b) grant a security interest in and mortgage and charge all estate right, title and interest of the Corporations in all moveable property, goods and chattels, machinery,

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automotive and other equipment, furniture, fixtures and improvements, accessories, appliances and all other goods and chattels located at the Hotel or used in the operation thereof, together with any and all additions to such goods and chattels and moveable property which may hereafter during the currency of this Security be at any time purchased for use in the Hotel or in the operation thereof or be located in the Hotel either in addition to or in substitution therefor, and all proceeds therefrom as such term is defined in The Personal Property Security Act (Ontario);

(c) grant a security interest in all its other assets and property for the time being, both real and personal, now owned or hereafter acquired (other than those parts of the specifically mortgaged premises which have been validly and effectively subjected to the fixed and specific mortgage and security interest hereinbefore created) and all proceeds therefrom as such term is defined in The Personal Property Security Act (Ontario);

(d) mortgage, pledge as and by way of a floating charge to and in favour of the Holder and its successors and assigns, the undertaking of the Corporations and all their assets and property for the time being, both present and future, and of whatsoever nature and wheresoever situate, other

than property and assets from time to time effectively subjected to the fixed and specific mortgage and to the security interests created hereby and all proceeds therefrom as such term is defined in The Personal Property Security Act (Ontario);

- (e) grant a security interest in and assign all estate right, title and interest of the Corporations to the rents, leases and profits from the rentals of the commercial spaces in the Hotel;

(all property and assets referred to in this Section 4 being herein referred to as the "mortgaged premises", or alternatively, the "mortgaged property").

To have and to hold the mortgaged premises and the mortgage, pledge and charge thereof hereunder unto the Holder, its successors and assigns, for the use and purpose and with the power and authorities and subject to the terms and conditions herein set forth.

5. (a) The Corporations shall not, without the consent in writing of the Holder first had and received, be at liberty to and shall not create or incur or suffer to be created or incurred, any mortgage, encumbrance, hypothec, lien or charge of any kind upon the mortgaged premises or any part thereof ranking or purporting to rank in priority to or pari passu with this Security or the charges created and secured hereby which

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would cause this Security to be subject and subordinate to prior liens, mortgages or encumbrances securing a total indebtedness of \$22,800,000.00 or more.

(b) The Corporations shall not, without the consent in writing of the Holder first had and received, sell, assign, transfer or otherwise dispose of the mortgaged premises or any part thereof otherwise than in the ordinary course of business of the Corporations as is presently conducted.

(c) Notwithstanding any other provision to the contrary contained in this Debenture (or in the Promissory Note and Loan Agreement referred to in this Debenture), the Holder acknowledges the obligations of the Corporations under the documents listed below, and the Corporations covenant and agree with the Holder to observe and perform all obligations on their part contained therein:

- (i) the November 1, 1984 Lease Amending Agreement among Lakeview, The Corporation of the City of Hamilton (the "City") and Citibank Canada;
- (ii) the March 28, 1985 King Street Pedestrian Bridge Easement Agreement (to be entered into);
- (iii) the June 10, 1985 Encroachment Agreement with The Regional Municipality of Hamilton-Wentworth (to be entered into);
- (iv) the August 1, 1985 Agreement among the City, Lakeview and Citibank Canada to extend the construction time limit to October 3, 1985 (to be entered into);
- (v) the easements, agreements and subleases provided for in the July 3, 1984 Interface Agreement registered as Instrument No. 161659 L.T. (to be entered into);
- (vi) Lakeview's 85 year Parking sublease to the City required under Section 22.14 of the Ground Lease (to be entered into).

5.1 Notwithstanding the other provisions of Section 5 and the provisions of Section 8 or any other provisions to the contrary in this Debenture (or in the Promissory Note and Loan Agreement referred to in this Debenture), the Holder agrees that:

- (a) Lakeview and, if required, the Partnership may negotiate, complete, enter into and register the following:
 - (i) the easements, agreements and subleases provided for in the Hotel Interface Agreement (Instrument No. 1616559 L.T.) on terms and conditions to be agreed upon by the parties thereto; and
 - (ii) the Pedestrian Bridge Agreement, on terms and conditions to be agreed upon by Lakeview and the City. The Holder acknowledges receiving a draft of this Bridge Agreement dated March 28, 1985, revised as of November 27, 1985;
 - (iii) the Sublease of the underground parking to the City as provided for in Section 22 of the Ground Lease, on terms and conditions to be agreed upon by Lakeview and the City.
 - (iv) the November 1, 1984 Lease Amending Agreement among Lakeview, the City and Citibank Canada;
 - (v) the June 10, 1985 Encroachment Agreement with The Regional Municipality of Hamilton-Wentworth; and
 - (vi) the August 1, 1985 Agreement to extend the construction time limit to October 3, 1985.
- (b) Although the documents referred to in Section 5.1(a) may be registered after the registration of this Debenture, the Holder agrees that they shall be an encumbrance upon the mortgaged premises prior to this Debenture in the same manner and to the same effect as if they had been dated and registered prior to this Debenture.

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6. The last day of any term of years reserved by any lease, verbal or written, or any agreement therefor now held or hereafter acquired by the Corporations is hereby and shall be excepted out of the charges created hereby or by any other instrument supplemental hereto, and does not and shall not form part of the mortgaged property, but the Corporations stand possessed of the reversion remaining in the Corporations of any leasehold interest forming part of the mortgaged property upon trust to assign and dispose thereof as the Holder shall direct.

7. It is agreed that the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of such covenants or affect the Holder's rights to interest at the rate and times aforesaid.

8. The Corporations shall not, either directly or indirectly, and hereby covenant that they will not, without the express prior written consent of the Holder, which consent may be unreasonably withheld:

(a) become guarantor(s) of any obligation or become endorser(s) in respect of any obligation or otherwise become liable upon any note or other obligation other than in the normal course of the Corporations' business unless the obligation or note is in favour of the Holder; or

(b) lend any amount to shareholders, directors, partners or other persons, firms or corporations; or

- (c) pay or make any payments on account of shareholders' advances or monies due to partners, shareholders, directors and officers or the wives or children of such partners, shareholders, directors and officers;
- (d) transfer ownership of the Corporations' real or personal property, directly or indirectly, in any way, shape or form;
- (e) reborrow any sums paid to the Holder pursuant to this Security;
- (f) prepay any amount under, or amend or modify the terms of, any mortgage, encumbrance, hypothec, lien or charge of any kind on the mortgaged premises, which is or may become subject or subordinate to this Security or the charges created and secured hereby;
- (g) terminate, extend, modify, alter or otherwise amend any of the terms and conditions of the leases, licences or concession agreements for any of the commercial space in the Sheraton Hamilton Hotel without the prior written consent of the Holder.

9. The Corporations hereby covenant with the Holder:

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- (a) to permit the Holder by its officers or authorized agents at any time from time to time to enter the Corporations' premises, including the Sheraton Hamilton Hotel, to inspect the Corporations' operation thereof;
- (b) to keep proper books of account and records covering all the business and affairs of the Corporations and to permit the Holder by its officers or authorized agents from time to time to inspect the books of account and records of the Corporations and the Partnership and to make extracts therefrom;
- (c) to furnish annually to the Holder within ninety (90) days of the close of the fiscal year of each of the Corporations and the Partnership, a detailed copy of the report of the independent auditors of the Corporations and the Partnership (as the case may be), complete with detailed balance sheets, profit and loss statements and supporting schedules;
- (d) to maintain the corporate existence of the Corporations and the legal existence of the Partnership and to diligently maintain, use and operate the mortgaged property and carry on and conduct the business in a proper and efficient manner so as to preserve and protect the mortgaged property and the earnings, incomes, rents, issues and profits thereof;

- (e) to duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property and all covenants, terms and conditions upon which the mortgaged property is held;
- (f) to keep the mortgaged premises in good condition and repair according to the nature and description thereof, and to permit the Holder, whenever it deems necessary, either in person or by agent, to enter upon and inspect the said property, and to make repairs as it deems necessary, and the cost of such inspection and such repairs shall be added to the principal of the debt secured by this Security;
- (g) to diligently preserve and maintain at all times all liquor licences deemed by the Holder to be necessary or desirable for the effective or proper operation of the business of the Hotel.

10. The Corporations covenant and agree that they shall forthwith insure and during the continuance of this Security shall keep insured against loss or damage by fire and other insurable hazards all of their property which is of a character usually insured by corporations owning or operating property of the same or similar nature to the extent of the full insurable value thereof, and with reputable insurers acceptable to the Holder; and that they will not do or suffer anything to be done

whereby the said insurance may become vitiated and will pay all premiums and other monies necessary for such purpose as the same shall become due. At the written request of the Holder, the losses under the policies or contracts of such insurance and any renewals thereof shall be payable to the Holder as its interests may appear and such policies and contracts shall be on terms satisfactory to the Holder and shall be delivered to and held by the Holder. In the event the Corporations shall fail to insure or cause to be insured their properties as aforesaid, or to pay or cause to be paid the premiums with respect to such insurance, or to deliver the policies or contracts of insurance if so requested by the Holder, the Holder may insure such properties, and all monies expended by it in effecting such insurance with interest as hereinbefore provided, computed from the time of advancing the same, shall be repaid by the Corporations on demand and until such payment shall be made, the amount thereof shall be added to the principal sum hereby secured and shall be a charge upon the mortgaged premises.

10.1 Notwithstanding any other provision in this Section 10 or this Debenture to the contrary, it is understood and agreed that proceeds of insurance policies shall be payable according to and utilized in accordance with and subject to the insurance provisions contained in the Ground Lease (the "Ground Lease") registered as Instrument No. 271066 C.D.

11. The Corporations covenant and agree that they will in each and every year pay and discharge all taxes (including local improvement rates), rates, duties and assessments that may be levied, rated, charged

or assessed against the mortgaged premises or any part thereof, including any buildings, structures, improvements or facilities now or hereafter erected upon the lands, as and when the same become due and payable. In the event the Corporations shall fail to pay such taxes, rates, duties or assessments when due, the Holder may, but shall not be obligated to, pay the same and any amounts so paid shall become a part of the principal sum secured by the Security and a charge upon the mortgaged premises and shall be forthwith payable by the Corporations with interest at the aforesaid rate until paid.

12. The Corporations agree that neither the preparation nor the execution nor the registration of this Security shall bind the Holder to advance monies to the Corporations nor shall the advance of monies by the Holder to the Corporations bind the Holder to advance further monies, but nevertheless, the charge hereby created shall take effect forthwith upon the execution of these presents by the Corporations and the legal and other fees and disbursements, if not paid by the Corporations, are to be secured by the charge hereby created whether or not the whole or any balance of the principal sum of this Security remains not advanced and the said fees and disbursements shall be payable forthwith without demand therefor with interest at the rate provided for in this Security, and in default, all remedies hereunder and at law and in equity shall be exercisable.

13. The principal, interest and other monies secured by this Security shall become immediately due and payable, whether with or without

prior demand therefor, and the Security hereby constituted shall become enforceable in each and every of the following events:

- (a) if the Corporations default in the payment (including any mandatory prepayment required under the terms of this Security), in whole or in part, of the principal of or interest on this Security or any other monies secured hereby to the Holder or any affiliate or subsidiary thereof;
- (b) if the Corporations default in the observance or performance of any other covenants, agreements or conditions on the part of the Corporations to be kept, observed and performed under this Debenture, the Promissory Note, the Loan Agreement and all Loan Instruments (as that term is defined in the Loan Agreement) or if any "Event of Default" occurs or is deemed to occur under the terms of the Loan Agreement;
- (c) if an order is made or an effective resolution is passed or any action taken for the winding-up of either or both of the Corporations or the dissolution of the Partnership, or if a petition is filed for the winding-up of either or both of the Corporations or the dissolution of the Partnership;

- (d) if either or both of the Corporations or the Partnership becomes insolvent or makes an authorized assignment or bulk sale of its assets, or if a petition in bankruptcy is filed or presented against either or both of the Corporations or the Partnership; or if either or both of the Corporations or the Partnership files a Proposal under The Bankruptcy Act;
- (e) if any execution, sequestration, extent or any other process of any court becomes enforceable against either or both of the Corporations or the Partnership, or if a distress or analogous process is levied upon the property of either or both of the Corporations or the Partnership or any part thereof, provided that such execution, sequestration, extent or other process is not in good faith being contested by the either or both of Corporations or Partnership, as the case may be;
- (f) if either or both of the Corporations or the Partnership cease or threaten to cease to carry on its business or if either or both of the Corporations or the Partnership commit or threaten to commit any act of bankruptcy;
- (g) if the either or both of Corporations or the Partnership shall permit any sum which has been admitted as due by either or both of the Corporations or the Partnership or

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is not disputed to be due by it and which forms or is capable of being made a charge upon any of the mortgaged premises in priority to or pari passu with the charge created and secured by this Security to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same as a charge upon the mortgaged premises ranking in priority to or pari passu with the charge created and secured hereby;

- (h) if either or both of the Corporations default in the due payment, performance or observance, in whole or in part, of any debt, liability or obligation of the Corporations or the Partnership, as the case may be, to the Holder, whether secured hereby or otherwise;
- (i) if either or both of the Corporations or the Partnership default in the payment, in whole or in part, of the principal of, or interest on, a permitted encumbrance or any lien or mortgage registered in priority to this Debenture, or any other monies secured thereby; or if either or both of the Corporations or the Partnership default in the performance or observance of any other covenant, agreement or condition therein on the part of the Corporations or the Partnership, as the case may be, to be kept, observed and performed;

- (j) if the Management Agreement is terminated for any reason;
- (k) if either or both of the Corporations or Partnership shall experience such a change in the condition or affairs as in the opinion of the Holder shall increase its credit risks or make its debt insecure; or
- (l) if either or both of the Corporations or Partnership fail to comply with any term of the Loan Agreement dated the 1st day of August, 1985 between Lakeview Development Ltd. as Operator, Lakeview Development of Canada Ltd. as Lender and Lakeview and the Partnership collectively as Borrower.

14. The Holder may waive any breach of any of the provisions contained in the Security or any default by either or both of the Corporations or the Partnership in the observance or performance of any covenant, agreement or condition required to be kept, observed or performed by the Corporations or the Partnership under the terms of the Security; provided always that no act or omission of the Holder in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the rights of the Holder resulting therefrom.

15. At any time after the happening of any event upon the happening of which the Security hereby constituted becomes enforceable, the Holder may, by instrument in writing, appoint any person or persons, whether an officer or officers or employee or employees of the Holder or not, to be

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a receiver or receivers so appointed and appoint another or others in his or their stead. Any such receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Corporations and the Holder shall not in any way be responsible for any acts or omissions, including negligence, misconduct or misfeasance on the part of any such receiver. Subject to the provisions of any instrument appointing such receiver, any such receiver or receivers so appointed shall have power to take possession of the mortgaged premises and to carry on or to concur in carrying on the business of the Corporations and to sell and concur in the selling of all or any part of the mortgaged premises. Except as otherwise directed by the Holder, all monies from time to time received by such receiver shall be received in trust for and paid over to the Holder. The rights and powers conferred by this section are in supplement of and not in substitution for any rights or powers the Holder may from time to time have as the Holder of the Security and every such receiver may, in the discretion of the Holder, be vested with all or any of the rights and powers of the Holder. Nothing in the Security contained and nothing done by the Holder or by any said receiver or receivers shall render the Holder a mortgagee in possession or responsible as such. The term "receiver" as used herein includes a receiver and manager.

16. If the Security hereby constituted shall become enforceable, the Holder may, either before or after any entry, sell and dispose of the mortgaged premises, either as a whole or in separate parcels, at public auction or by tender or by private sale at such time or times as the

Holder may determine, and may make such sale, either for cash or part cash and part credit, and with or without advertisement, and with or without a reserve bid as the Holder may, in its sole discretion, deem proper, and the Holder may also rescind or vary any contract of sale that may have been entered into and resell with or under any of the powers conferred hereunder and adjourn any such sale from time to time and may execute and deliver to the purchaser or purchasers of the said property or any part thereof good and sufficient deed or deeds for the same, the Holder being hereby constituted the irrevocable attorney of the Corporations and the Partnership for the purpose of making such sale and executing such deeds, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Corporations and the Partnership and all other persons claiming the said mortgaged premises or any part thereof, by, from, through or under the Corporations and the Partnership.

16.1 Notwithstanding any provision contained to the contrary herein, it is understood and agreed that this Debenture is subject to the rights of The Corporation of the City of Hamilton, as lessor, under the Ground Lease registered as Instrument No. 271066 C.D. and in particular to the right of the City to acquire title to the Improvements as defined in the said Ground Lease upon expiration or termination thereof in accordance with and subject to the provisions and conditions of the Ground Lease.

16.2 Notwithstanding any provision contained to the contrary herein, in the event that the Holder shall succeed to the interest of the Corpo-

rations in the mortgaged premises by way of foreclosure, or otherwise takes possession thereof, or if the mortgaged premises are sold pursuant to a power of sale hereunder, it is understood and agreed that the Holder or any purchaser succeeding to the interests of the Holder in the mortgaged premises shall assume all terms and obligations of the Interface Agreement, which agreement is registered in the Land Registry Office for the Land Titles Division of Wentworth (No. 62) as Instrument No. 161659 L.T. and any agreement, easement, lease or sublease contemplated by the said Interface Agreement.

16.3 The Holder and the Corporations, as required by Section 16.01 of the Ground Lease referred to in paragraph 4(a) hereof, shall enter into an agreement respecting, inter alia, the Ground Lease and this Debenture, on substantially the terms and conditions as are contained in an agreement in blank attached to the Undertaking executed by the Corporations in favour of the City dated August 1, 1985, with such amendments and additional terms as may be agreed upon among the parties thereto.

17. The Corporations agree to pay to the Holder forthwith upon demand all costs, charges and expenses (including legal fees) of, or incurred by the Holder in connection with the Security or the mortgaged premises or any part thereof, or in recovering or enforcing payment of any of the monies owing hereunder, including all costs, charges and expenses incurred in connection with taking possession, preserving,

collecting or realizing upon the mortgaged premises, together with interest thereon at a rate equal to Two (2%) percent per annum above the Prime Rate (as defined in paragraph 1 hereof) from the date of incurring such costs, charges and expenses.

18. Subject to the provisions hereof, upon payment by the Corporations to the Holder of the principal of, interest on and other monies secured by the Security, the Holder shall, upon the written request of the Corporations or either of them, deliver up the Security to the Corporations and shall, at the expense of the Corporations, release and discharge the Security hereby constituted and execute and deliver to the Corporations such deeds or other documents as shall be requisite to release and discharge the Security and the security afforded hereby. No postponement or partial release or discharge of the mortgage, lien and charge created under and secured by the Security in respect of all or any part of the mortgaged premises shall in any way operate or be construed so as to release and discharge the Security hereby constituted in respect of the mortgaged premises except as therein specifically provided, or so as to release or discharge the Corporations from their liability to the Holder to fully pay and satisfy the ultimate balance of the indebtedness due or remaining unpaid to the Holder.

19. This Security is to be treated as a negotiable instrument and all persons are invited by the Corporations to act accordingly.

20. The principal, interest and other monies hereby secured will be paid and shall be assignable free from any right of set-off or counter-claim or equities between the Corporations and the Holder.

21. The Security hereby constituted is in addition to and not in substitution for any other security now or hereafter held by the Holder and no payment to the Holder shall constitute payment on account of the principal, interest or other monies from time to time owing hereunder unless specifically so appropriated in writing by the Holder.

22. The Corporations shall have no right or claim whatsoever to any release or discharge of the Security unless and until the Holder shall have first received and in writing acknowledged the payment in full of the ultimate liability of the Corporations to the Holder. For the purpose of this Debenture, "the ultimate liability" shall mean such sums of money as upon the closing of the accounts of the Corporations with the Holder shall be found to be due or remaining unpaid by the Corporations.

23. The taking of any action or proceedings or refraining from so doing, or any other dealing with any other security for the monies secured hereby shall not release or affect the charge of the Security and the taking of the Security hereby granted or any proceedings hereunder for the realization of the Security hereby granted shall not release or affect any other security held by the Holder for the monies hereby secured.

24. Any notice, demand or communication required to be given hereunder shall be conclusively deemed to have been received by a party hereto and be effective on the day on which delivered in writing to such party at the address set forth below (or at such other address as such party shall specify to the other parties in writing) or if sent by certified mail, return receipt requested, on the third (3rd) business day after the day on which mailed, addressed to such party at the said address:

To the Holder:

Lakeview Development of Canada Ltd.
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Jack Levit

To the Corporations:

Lakeview Development Ltd.
and 127089 Canada Ltd.
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Jack Levit

25. All monies secured by this Security are non-assignable and shall under no circumstances enure to the benefit of any lender or party-in-interest which may become owner of the Hotel.

26. The Corporations hereby covenant and agree with the Holder that they will forthwith and with all reasonable diligence at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, mortgages,

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transfers and assurances as the Holder shall reasonably require for the better assuring, mortgaging, assigning and confirming unto the Holder hereof all and singular the property and assets mortgaged and charged or intended so to be or which the Corporations may hereafter become bound to mortgage or charge in favour of the registered Holder hereof or for the better accomplishing and effectuating of the intentions of this Security, including, without restricting the generality of the foregoing, giving prompt notice in writing to the Holder of any interest acquired by it in any real or immoveable property.

27. The security interests created hereby are intended to attach when the Security is executed by the Corporations and delivered to the Holder.

28. Should any one or more provisions of this Security be determined to be illegal or unenforceable or otherwise invalid, all other provisions nevertheless shall remain effective.

29. This Security is issued, executed and delivered by 127089 as General Partner of King Street Hamilton Hotel Limited Partnership pursuant to the terms of a Loan Agreement dated the 14th day of August, 1985 between Lakeview as Operator, Lakeview Development of Canada Ltd. as Lender and Lakeview and King Street Hamilton Hotel Limited Partnership, by its General Partner, 127089 collectively as Borrower. In the event of a conflict between the provisions hereof and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.

30. Wherever the singular or masculine or neuter is used in this Security, the same shall be construed as meaning the plural or feminine or body corporate and vice versa, where the context or the parties so require.

IN WITNESS WHEREOF the Corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers duly authorized in that behalf, the day and year first above written.

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

127089 CANADA LTD., as General Partner
of KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP

Per: _____

Per: _____

PERMITTED ENCUMBRANCES:

Agreement 199965 AB
Amendment to Agreement 168766 CD
Ground Lease 271066 CD
Agreement 292836 CD
Agreement 292837 CD
Agreement 292838 CD
Agreement 292839 CD
Agreement 292840 CD
Notice of Sublease 153111 LT
Notice of Agreement 161659 LT
Charge 163466 LT
Notice of Agreement 164281 LT

Notice of Agreement 164282 LT
Notice of Agreement 164283 LT
Postponement of Charge 164284 LT
Postponement of Charge 164285 LT
Postponement of Charge 164286 LT
Notice of Agreement 164287 LT
Notice of Assignment of Rent 164288LT
Notice of Assignment of
Agreement 164362 LT
Notice of Agreement 164371 LT
Postponement of Charge 164372 LT

PERMITTED ENCUMBRANCES Continued

Any and all other instruments, agreements and documents referred to in Section 5 of this Debenture:

Undertaking executed by the Corporations in favour of the City dated August 23, 1985:

Amending Agreement among the City, Lakeview Development Ltd. and the Limited Partnership dated August 21, 1986.

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SCHEDULE "A"
- 1087 -
PROMISSORY NOTE

Canadian \$750,000.00

Winnipeg, Manitoba
August 14, 1985

For value received, LAKEVIEW DEVELOPMENT LTD. a Federal corporation and KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP a limited partnership created under the laws of the Province of Ontario (collectively, the "Makers") jointly and severally promise to pay to the order of LAKEVIEW DEVELOPMENT OF CANADA LTD. ("lender" or "holder") at its offices at Winnipeg, Manitoba or at such other place as the Lender may designate from time to time, SEVEN HUNDRED AND FIFTY THOUSAND (C \$750,000.00) DOLLARS on or before August 13, 1998 which sum represents that advanced to the Makers on the date hereof in respect of the operation of the Hotel, as provided for and defined in that certain management agreement between the Makers and Lakeview Development Ltd. subject to the terms of that certain loan agreement of even date herewith between the Makers as "Borrower", the Lender, and Lakeview Development Ltd. as "Operator" (the "Loan Agreement"), and which sum further shall be deemed to be increased by that in respect of deferred interest hereunder, as hereinafter provided.

Interest on the principal amount of this Note outstanding from time to time shall be equal to the then current Prime Rate ("Prime Rate" means the annual rate of interest charged and generally announced by the Royal Bank of Canada from time to time as being its Prime Rate for substantial Canadian dollar demand loans in Canada), and shall be payable monthly in arrears and calculated based upon a 365/366 day year and the actual days elapsed. Notwithstanding the foregoing, during the first thirty-six (36) months of the term hereof, such interest shall accrue but payment thereof shall be deferred, the aggregate thereof from time to time being deemed to increase the aggregate principal amount due pursuant to this Note, to be subject to interest as otherwise herein provided, and to be due and payable on or before the term date set forth in the first paragraph of this Note. Beginning with the thirty-seventh (37th) month of the term hereof, the aggregate principal amount hereof (including deferred interest as aforesaid) shall be amortized and repaid in 120 level monthly installments due and payable in arrears at the same time as the interest payment hereunder is due and payable.

If any payment hereunder would otherwise be due on a day which is not a day on which banks are open for business in Winnipeg, it shall be due on the next day which is such a business day.

In the event of the happening of any one or more of the following, to wit: if principal, interest or any other sum payable on any liability of the undersigned to the holder, any affiliate or subsidiary thereof shall not be paid when due; or if the undersigned, any endorser or guarantor hereof shall become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make a general assignment for the benefit of creditors; or if the transaction of the usual business of the undersigned shall be suspended, or any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against, or with respect to any property of, the undersigned or any such endorser or guarantor; or if a petition in bankruptcy or for relief under any law relating to the relief of debtors, readjustment of

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of indebtedness, reorganization, composition or extension shall be filed, or any proceeding shall be instituted under any such law, by or against the undersigned or any such endorser or guarantor; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of, or assume control over the affairs or operations of, or a receiver shall be appointed of, or of any substantial part of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of, the undersigned or any such endorser or guarantor; or if any indebtedness of the undersigned or any such endorser or guarantor for borrowed money shall become due and payable by acceleration or maturity thereof; or if the undersigned shall be dissolved or be a party to any merger or consolidation without the written consent of the holder hereof; or if the undersigned, any endorser or guarantor hereof should experience such a change in the condition or affairs of any of them as in the opinion of the holder, shall increase its credit risks or make its debt insecure; or if maker fails to comply with any term or condition of the Loan Agreement, or in the event of termination for any reason of the Management Agreement.

...THEN and in every such event, this Note and the present and future indebtedness, obligations and liabilities of any kind of the undersigned to the holder hereof, whether created directly or acquired by assignment, whether absolute or contingent, shall, unless the holder hereof shall otherwise elect, forthwith become and be due and payable, without demand or notice.

In addition to any other rights of the holder under applicable law, the holder shall have a lien on, and a security interest in, any and all property of the undersigned which may from time to time come in the possession, custody or control of the holder hereof, and the holder may at any time, without notice, apply the same to the note or such other liabilities, whether due or not. The undersigned and all endorsers, guarantors and other parties to this Note waive demand for payment, presentment, protest and notice of dishonor and any and all other notices and demands whatsoever, and further waive the right to interpose any counterclaim or set-offs of any kind on any litigation relating to this Note or any such other liabilities. Failure or delay of the holder to enforce any provisions of this Note shall not be deemed a waiver of any such provision, nor shall the holder be estopped from enforcing any such provision at a later time.

This Note and any guaranty or endorsement thereof shall be deemed to be governed by the laws of the Province of Ontario (without giving effect to provisions relating to conflicts of law) in all respects, including matters of construction, validity and performance, and it is understood and agreed that none of its terms or provisions may be waived, altered, modified, or amended except in writing.

Any legal action or proceeding arising out of or relating to this Note may be instituted in the courts of the Province of Ontario and the undersigned and all endorsers and guarantors submit to the jurisdiction of such courts in any such action or proceeding, provided, however, that the foregoing shall not limit the holder's rights to bring any legal action or proceeding in any other appropriate jurisdiction, in which event,

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PROMISSORY NOTE

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at the holder's option, the laws of such jurisdiction or of the Province of Ontario shall apply. If an attorney is used to enforce or collect this Note, the undersigned shall be obliged to pay all costs and expenses of collection, including reasonable attorney's fees.

LAKEVIEW DEVELOPMENT LTD.

PER: _____

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP by its General Partner
127089 CANADA LTD.

PER: _____

- 1090 -

THIS AGREEMENT made this 14th day of August, 1985 by and between LAKEVIEW DEVELOPMENT LTD. ("Operator"), a Federal corporation continued under The Canada Business Corporations Act, with its principal place of business at 6th Floor, 185 Carlton Street, Winnipeg, Manitoba, R3C 3J1, and LAKEVIEW DEVELOPMENT OF CANADA LTD., a Federal corporation incorporated under The Canada Business Corporations Act, with its principal place of business at 6th Floor, 185 Carlton Street, Winnipeg, Manitoba, R3C 3J1 ("Lender"), and LAKEVIEW DEVELOPMENT LTD., a Manitoba Corporation, and KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP (collectively, the "Borrower"), with its principal place of business at 6th Floor, 185 Carlton Street, Winnipeg, Manitoba, R3C 3J1.

1. RECITAL

WHEREAS Borrower is the owner of the Sheraton Hamilton Hotel (the "Hotel") located in Hamilton, Ontario pursuant to a ground lease for the real property and improvements thereon (together with all amendments thereto herein referred to as the "Lease") dated May 3, 1983 and a sublease (together with all amendments thereto herein referred to as the "Sublease") dated October 1, 1984;

AND WHEREAS Borrower has requested that Operator loan or cause to be loaned to the Borrower the sum of SEVEN HUNDRED AND FIFTY THOUSAND (\$750,000.00) DOLLARS CANADIAN (the lender of such amount being referred to herein as the "Lender");

NOW THEREFORE in consideration of the foregoing premises, the mutual promises herein contained and for other good and valuable consideration (receipt of which is hereby acknowledged), the parties agree as follows:

Operator shall, upon the terms and subject to the conditions hereof, make a loan or cause to be loaned (the "Loan") to the Borrower on the Closing Date an aggregate principal amount of SEVEN HUNDRED AND FIFTY THOUSAND (\$750,000.00) DOLLARS (subject to reduction or termination in accordance with the terms and conditions hereof). The "Closing Date" (which shall coincide with the execution of the Agreement and the Note and Mortgage and funding of the Loan) shall occur, upon fulfillment by the Borrower of all the terms and conditions hereof, on the Opening Date as defined in Article III of that certain Management Agreement between the Borrower and the Operator dated August 1, 1985 (the "Management Agreement").

2. FUTURE ADVANCES

The aggregate amounts outstanding from time to time in respect of deferred interest under the provisions of the Note (which deferred interest as therein provided aggregates to principal over the first three (3) years of the Note term) shall be deemed to constitute "Future Advances" hereunder, to be aggregated when and as so deferred to the outstanding principal amount of the Loan, to be secured by the Mortgage and to be advanced subject to all of the terms and conditions of this Agreement. Finally, when, as and if Operator should determine to advance to and in respect of operation of the Hotel any sums not otherwise required of it pursuant hereto or under the terms of the Management Agreement, all such sums shall be deemed without further action or consent to constitute "Future Advances" hereunder to be aggregated when and as advanced to the outstanding principal amount of the Loan, to be secured by the

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Mortgage, and to be advanced subject to all of the terms and conditions of this Agreement. The Loan and all such Future Advances shall be deemed referred to herein as the "Loan".

3. THE NOTE AND MORTGAGE

(a) Borrower acknowledges that the Loan shall be evidenced by a promissory note of the Borrower payable to Lender in the form set forth as Exhibit "A" hereto, in the amount of SEVEN HUNDRED AND FIFTY THOUSAND (\$750,000.00) DOLLARS CANADIAN (the "Note") for the Loan.

(b) The obligation of the Borrower to repay the Note in full shall be secured by the following collateral (the "Collateral"):

(i) the granting of a mortgage or Deed of Trust (the "Mortgage") in a form reasonably satisfactory to Lender and its Counsel, encumbering the Borrower's interest in the real property and improvements comprising the Hotel, subject only to those matters set forth on an exhibit thereto (the "Permitted Exceptions"), and further subject and subordinate to prior liens and mortgages securing a total indebtedness not to exceed \$22,800,000.00;

(ii) the granting of a security interest, if legally possible, by Borrower's perfecting a security interest in the alcoholic licence for the Hotel;

(iii) the execution of an assignment by the Borrower of the rents and profits derived from the rentals of the commercial spaces in the Hotel, subject to such prior assignments as may be required by such financial institutions providing interim and permanent mortgage financing on the Hotel;

(iv) the execution of a financing statement by Borrower covering all furniture, fixtures and improvements located at the Hotel or used in the operation thereof subject to such price assignments as may be required by such financial institutions providing interim and permanent mortgage financing on the Hotel;

(v) the execution, acknowledgement and delivery to the Lender of such other assignments, pledges, deeds, mortgages, financing statements and other documents as may from time to time be necessary or requested by the Lender, all in order to implement and effectuate and/or to evidence and confirm, to the Lender's satisfaction, its security interest in the above-described collateral.

This Agreement and the Note, Mortgage, financing statements and other documents evidencing or securing the debt of the Borrower to the Lender are sometimes referred to herein as the "Loan Instruments".

(c) The Note shall bear interest and shall be repaid as set forth in the Note.

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4. MANDATORY PREPAYMENT

The Borrower shall promptly prepay the unpaid principal balance of the Note in the amount of:

(a) the cash proceeds received by the Borrower from the sale or issuance of any additional security or other interests in Borrower;

(b) the net cash proceeds of any asset of the Hotel or Borrower sold in an asset sale solely for cash.

5. NO RIGHT TO REBORROW

The Borrower shall have no right to reborrow any sums paid to the Lender on the Note without the express prior written agreement of the Lender (and Operator if Operator is not the lender) which may be withheld for any reason or no reason.

6. REPRESENTATIONS AND WARRANTIES OF BORROWER

In order to induce the Lender to enter into this Agreement, Borrower hereby makes the following warranties and representations to the Lender as of the date of execution of this Agreement, all of which warranties and representations shall be true and correct on and as of the date of the execution of the Loan Instruments and funding of the Loan (the "Closing Date") with the same effect as if made on such date and will survive the Closing Date:

- (a) Borrower is the owner of the Hotel and the Lease of the real property upon which the Hotel and parking area are located, subject only to the Permitted Exceptions. The Borrower has delivered to the Operator, on or before the date hereof, true and correct copies of all leases (other than tenant leases) affecting the real property;
- (b) Lakeview Development Ltd. ("Lakeview") and King Street Hamilton Hotel Limited Partnership (the "Partnership") are duly organized and validly existing under the laws of Canada and the Province of Ontario respectively, with full power and authority to own, sell, lease and mortgage their respective right, title and interest in the Hotel, to transact the business in which they are engaged, to conduct business in Manitoba and Ontario, to enter into this Agreement and to undertake all the transactions contemplated hereunder. All consents and authorizations on the part of the directors, officers or stockholders of Lakeview and 127089 Canada Ltd. (the "General Partner"), the general partner of the Partnership, and any other person or entities required to authorize the transactions contemplated by this Agreement have been duly obtained;
- (c) Borrower has not received any written notice from any of the insurers under the insurance policies maintained with respect to the Hotel of any physical condition of the Hotel or any

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portion thereof of which such insurer has recommended or required correction or change or of any practice of the Hotel of which any insurer has required or recommended correction or change, unless, in either such case, such correction or change has been made by the Borrower;

(d) No material default has occurred in the due observance of any condition to any of the permits or licences for the Hotel and improvements and Borrower has not received any notification from any governmental agency to the effect, nor is Borrower aware that:

(i) there is lacking any licence, franchise or permit needed for the lawful conduct of the business of the Hotel as presently conducted; or

(ii) there is any pending or threatened litigation, moratorium or condemnation proceeding which would have material adverse effect or prohibit or interfere with the continued operation of the Hotel subsequent to the Closing Date substantially in the manner it is operated at present;

(e) There are no actions or proceedings pending, or to the best of Borrower's knowledge and belief, threatened against Borrower

which questions the validity of the Management Agreement or this Agreement or seeks to enjoin any transaction contemplated herein;

- (f) There are no actions or proceedings pending against Borrower which, if adversely determined, would have a material adverse effect after the Closing Date on the operation of the Hotel or the cash flow derived therefrom, except:

(i) as disclosed herein on Exhibit "B"; and

(ii) such actions or proceedings involving claims in the nature fully covered by insurance policies;

unless the same would have an adverse effect on the operation of the Hotel or after the Closing Date;

- (g) There is no material default under the terms of any mortgage, lease, financing statement or other loan agreement encumbering or affecting the Hotel, Real Property, personalty, intangibles or licences;

- (h) Borrower has not received any notices of and there are no notices written of record of violations of law or municipal ordinances, orders or requirements noted in or issued by fire,

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water, health, building or other federal, provincial or municipal departments or agencies having jurisdiction over or affecting the Hotel, any of the real property or any part thereof (which violations or notices are herein referred to as "Violations"); and to the best of Borrower's knowledge, there are no Violations;

(1) The execution, delivery and performance of this Agreement by the Borrower:

(1) has been duly authorized by all requisite partnership, corporate or other required actions;

(11) will not violate or be in conflict with any:

(1) provision of law to the best of Borrower's knowledge and belief;

(2) any order of court or other agency of government;

(3) articles of incorporation or other documentation creating the legal entity of the Borrower; and

(111) will not violate, be in conflict with, result in a breach or constitute (with or without the giving of notice or the passage of time or both) a default under any indenture, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of the Hotel property is or may be bound; and

- (iv) no registration with, consent or approval of, or other action by, any federal, provincial or other governmental authority or regulatory body or court to the execution, delivery and performance of this Agreement by the Borrower is required by law;
- (j) Borrower has duly filed all federal, provincial and municipal income, excise and other tax returns and reports required to be filed up to the date hereof with respect to the Borrower and the Hotel. All such returns are, to the best of Borrower's knowledge and belief, true and correct, and Borrower has paid all taxes, interest and penalties shown on such returns or reports or claims to be due to any federal, provincial and municipal or other taxing authority, and, to the best of Borrower's knowledge and belief, there is no basis for any additional claim or assessment. All federal, provincial and municipal taxes and assessments and other governmental or quasi-governmental levies of any kind which have become due for payment prior to the date hereof, and non-payment of which would in any way affect the Hotel, the Real Property or any part thereof, or Lender's Mortgage thereon, or in any way impose liability on the Lender, have been paid or shall be paid prior to the Closing Date in full by Borrower, together with all interest and penalties thereon.

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7. CONDITIONS OF LENDING

The obligations of the Lender to make the Loan hereunder are subject to the following conditions precedent:

- (a) As of the Closing Date and at the time of each and any Future Advance hereunder, the representations and warranties set forth in paragraph 6 hereof and in all of the other Loan Instruments shall be true and correct in all material respects on and as of such time, with the same effect as though such representations and warranties had been made on and as of such time;
- (b) On the Closing Date, the Lender shall have received the favourable written opinion of counsel for the Borrower, dated the date of the Loan, addressed to the Lender and satisfactory to counsel for the Lender, and based solely upon an affidavit or statutory declaration of an officer of Lakeview and an officer of the General Partner:
 - (i) confirming the accuracy of the representations and warranties set forth in paragraph 6; and
 - (ii) to the effect that:
 - (1) this Agreement, the Note and each of the other Loan Instruments to which the Borrower is a party have been duly authorized, executed and delivered

by the Borrower which is a party thereto and constitute the legal, valid and binding obligations of the Borrower which is a party thereto, enforceable in accordance with their respective terms (except as enforceability may be limited by bankruptcy, re-organization, insolvency and similar laws affecting creditor's rights generally from time to time in effect); and

- (2) no registration with, consent or approval of, or other action by, any federal, provincial or other governmental authority or regulatory body to the execution, delivery and performance by the Borrower of this Agreement, the Notes and each of the other Loan Instruments to which the Borrower is a party and the borrowing of the Loan hereunder is required by law, or, if so required, such registration has been made, such consent or approval has been given or such other appropriate action has been taken;

- (c) At the time of the Loan, and after giving effect thereto, the Borrower shall be in compliance with all the terms and provisions set forth herein on its part to be observed or performed, and no Event of Default specified in paragraph 9 hereof, nor any event which, with the giving of notice or lapse of time or

both, would constitute such an Event of Default, shall have occurred and be continuing;

(d) On the Closing Date, the Borrower shall deliver to the Lender a certificate, signed by the President and Chief Financial Officer of the Borrower:

(i) confirming compliance with the conditions precedent set forth in paragraph 7(a) and (c) hereof; and

(ii) to the effect that the condition (financial or otherwise) of the Borrower is not materially adversely different from that set forth in the latest financial statement delivered to the Lender;

(e) On or prior to the Closing Date, the Lender shall have received the following documents:

(i) a certificate issued by competent authorities of the appropriate jurisdictions dated as of a recent date as to the existence and good standing of Lakeview and the General Partner;

(ii) a certificate of the Secretary or an Assistant Secretary of Lakeview and the General Partner as to the incumbency

of the officers who have executed any documents in connection with the transactions contemplated by this Agreement;

(iii) copies of resolutions of the boards of directors of Lakeview and the General Partner and any persons or entities required to authorize the transaction contemplated hereby, certified by the Secretary or Assistant Secretary as of the Closing Date, authorizing the execution, delivery and performance of this Agreement, the Note and the other Loan Instruments, the borrowing of the Loan hereunder and the pledge of the Collateral to secure the Obligations;

(iv) written approval of other lender(s), and any persons or entities required to authorize the transaction contemplated hereby, consenting to the Loan and the Mortgage if such approval is required;

(v) a statement setting forth the outstanding principal balance of their mortgage, any amounts necessary to bring their mortgage current and that upon receipt of the amounts necessary to bring their mortgage current, no defaults will exist and the mortgage will be in full force and effect;

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- (vi) a certificate of search acceptable to the Lender and its counsel, in its sole discretion, attesting to the lien of the Mortgage securing the Loan and subject only to Permitted Exceptions.

8. NEGATIVE COVENANTS

From the date hereof until payment in full of all amounts due the Lender, unless the Lender (and the Operator if not the Lender) shall otherwise consent in writing, the Borrower shall not, either directly or indirectly:

- (a) Cancel, modify or amend the Lease for the Real Property;
- (b) Prepay any debt subordinated to the Lender or amend or modify the terms of any such subordination.

9. EVENTS OF DEFAULT

In case of the happening of any of the following events (hereinafter called "Events of Default"):

- (a) any representation or warranty made herein shall prove to be false or misleading when made in any material respect;
- (b) any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to have been false or misleading when furnished in any material respect;

- (c) default shall be made in the payment (including any mandatory prepayment required by paragraph 4 hereof) of the principal of or the interest on the Note when and as due and payable;
- (d) default shall be made with respect to any other indebtedness encumbering or affecting the Hotel, the real property or any security interest or financing statement beyond any applicable period of grace, or default shall be made with respect to the performance of any other obligation incurred in connection with any such indebtedness beyond any applicable period of grace, or default shall be made with respect to any other liability, if the effect of any such default is to accelerate the maturity of such liability or cause any other liability or indebtedness encumbering the Hotel, the real property or any security interest or financing statement to become due prior to its stated maturity or be terminated or to give any such Lender the right or Power to Accelerate or so cause an acceleration or default;
- (e) default shall be made in the due observance or performance of any other covenants, condition or agreement on the part of the Borrowers to be observed or performed pursuant to the terms of this Agreement or the Loan Instruments;
- (f) Lakeview, the General Partner or the Partnership shall:

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- (i) apply for or consent to the appointment of a receiver, trustee or liquidator of Lakeview, the General Partner or the Partnership or any of their respective properties or assets;
 - (ii) admit in writing its inability to pay their debts as they mature;
 - (iii) make a general assignment for the benefit of creditors;
 - (iv) be adjudicated a bankrupt or insolvent; or
 - (v) file a voluntary petition in bankruptcy, or a petition or any answer seeking re-organization or an arrangement with creditors or to take advantage of any bankruptcy, re-organization, insolvency, re-adjustment of debt, dissolution or liquidation, law or statute, or any answer admitting the material allegations of a petition filed against it in any proceeding under any such law or if action shall be taken by the Borrower for the purpose of effecting any of the foregoing;
- (g) an order, judgment or decree shall be requested or entered without the application, approval or consent of the debtor by any court of competent jurisdiction approving a petition

seeking re-organization of Lakeview, the General Partner or the Partnership or of all or a substantial part of its properties or assets, or appointing a receiver, trustee or liquidator of Lakeview, the General Partner or the Partnership and such a request for an order, judgment or decree shall be granted or continue unstayed and in effect for any period of 60 days;

(h) final judgment for the payment of money in excess of \$50,000.00 shall be rendered against Lakeview, the General Partner or the Partnership and the same shall remain undischarged for a period of 60 days during which execution shall not be effectively stayed;

(i) the Management Agreement is terminated for any reason;

(j) the collateral secured by the Mortgage is sold, transferred or otherwise conveyed, whether directly or indirectly, by a sale of stock in Lakeview or the General Partner or by a sale of interests in any stockholder of Lakeview or the General Partner which would result in the current stockholders as of the date of execution of this Loan Agreement having less than a 51% interest in Lakeview or the General Partner; then, or at any time thereafter during the continuance of any such event, Lender may, by written notice to Lakeview or the General Partner, declare the Note to be forthwith due and payable, both

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as to principal and interest, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding. Provided that the provisions of this sub-paragraph 9(j) shall not apply to any sale, transfer or conveyance permitted under Article XXIX of the Management Agreement.

10. NOTICE

Any notice, demand or communication required to be given hereunder shall be conclusively deemed to have been received by a party hereto and be effective on the day on which delivered in writing to such party at the address set forth below (or at such other address as such party shall specify to the other parties in writing), or if sent by certified mail, return receipt requested, on the third business day after the day on which mailed, addressed to such party at said address:

To Lender: Lakeview Development of Canada Ltd.
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. Jack Levit

To Operator: Lakeview Development Ltd.
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. Jack Levit

To Borrower: Lakeview Development Ltd.
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. Jack Levit

King Street Hamilton Hotel Limited Partnership
6th Floor, 185 Carlton Street
Winnipeg, Manitoba
R3C 3J1

Attention: Mr. Jack Levit

11. SURVIVAL OF WARRANTIES AND REPRESENTATIONS

All covenants, agreements, representations and warranties made herein and in the Loan Instruments delivered pursuant hereto shall survive the making by Lender of the Loan herein contemplated and the execution and delivery to Lender of the Note evidencing the Loan and shall continue in full force and effect so long as any portion of the Note is outstanding and unpaid. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower which are contained in this Agreement shall enure to the benefit of the successors and assigns of Lender.

12. LENDER EXPENSES

The Borrower will pay all expenses, including counsel fees and disbursements, incurred by the Lender and Operator in connection with the enforcement and protection of the rights of the Lender or Operator under this Agreement or under the Loan Instruments made or the Note issued hereunder, and the reasonable fees, expenses and disbursements of Lender and Operator and their outside counsel at closing in connection with the preparation of this Agreement and the Loan Instruments and the making of the Loan hereunder.

APPLICABLE LAW

13. This Agreement and the Note shall be construed in accordance with and governed by the laws of the Province of Ontario.

MODIFICATION OF AGREEMENT

14. No modification, amendment or waiver of any provision of this Agreement or the Note, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and Operator (if Operator is not the Lender), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in the same, similar or other circumstances.

WAIVER OF RIGHTS

15. Neither any failure nor any delay on the part of the Lender in exercising any right, power or privilege hereunder or under the Note shall operate as a waiver thereof, nor shall a single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

16. In case any one or more of the provisions contained in this Agreement or the Note should be declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforce-

ability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

NON-ASSIGNMENT

17. The Loan and Advances thereunder are non-assignable and shall under no circumstances enure to the benefit of any lender or party-in-interest which may become owner of the Hotel.

COUNTER-PARTS

18. This Agreement may be executed in two or more counter-parts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement. This Agreement shall be effective when counter-parts which, when taken together, bear the signature of all the parties hereto shall have been lodged with the Borrower.

IN WITNESS WHEREOF the Borrower and Lender have caused this Agreement to be duly executed by their duly authorized officers or partners, all as of the day, month and year first above written.

Borrower:

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

Continued on Page 23

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP, by its General Partner,
127089 CANADA LTD.

Per: _____

Per: _____

Lender:

LAKEVIEW DEVELOPMENT OF CANADA LTD.

Per: _____

Per: _____

Operator:

LAKEVIEW DEVELOPMENT LTD.

Per: _____

Per: _____

05/12/87

SCHEDULE "A"
- 1113 -
PROMISSORY NOTE

Canadian \$750,000.00

Winnipeg, Manitoba
August 14, 1985

For value received, LAKEVIEW DEVELOPMENT LTD. a Federal corporation and KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP a limited partnership created under the laws of the Province of Ontario (collectively, the "Makers") jointly and severally promise to pay to the order of LAKEVIEW DEVELOPMENT OF CANADA LTD. ("lender" or "holder") at its offices at Winnipeg, Manitoba or at such other place as the Lender may designate from time to time, SEVEN HUNDRED AND FIFTY THOUSAND (C \$750,000.00) DOLLARS on or before August 13, 1998 which sum represents that advanced to the Makers on the date hereof in respect of the operation of the Hotel, as provided for and defined in that certain management agreement between the Makers and Lakeview Development Ltd. subject to the terms of that certain loan agreement of even date herewith between the Makers as "Borrower", the Lender, and Lakeview Development Ltd. as "Operator" (the "Loan Agreement"), and which sum further shall be deemed to be increased by that in respect of deferred interest hereunder, as hereinafter provided.

Interest on the principal amount of this Note outstanding from time to time shall be equal to the then current Prime Rate ("Prime Rate" means the annual rate of interest charged and generally announced by the Royal Bank of Canada from time to time as being its Prime Rate for substantial Canadian dollar demand loans in Canada), and shall be payable monthly in arrears and calculated based upon a 365/366 day year and the actual days elapsed. Notwithstanding the foregoing, during the first thirty-six (36) months of the term hereof, such interest shall accrue but payment thereof shall be deferred, the aggregate thereof from time to time being deemed to increase the aggregate principal amount due pursuant to this Note, to be subject to interest as otherwise herein provided, and to be due and payable on or before the term date set forth in the first paragraph of this Note. Beginning with the thirty-seventh (37th) month of the term hereof, the aggregate principal amount hereof (including deferred interest as aforesaid) shall be amortized and repaid in 120 level monthly installments due and payable in arrears at the same time as the interest payment hereunder is due and payable.

If any payment hereunder would otherwise be due on a day which is not a day on which banks are open for business in Winnipeg, it shall be due on the next day which is such a business day.

In the event of the happening of any one or more of the following, to wit: if principal, interest or any other sum payable on any liability of the undersigned to the holder, any affiliate or subsidiary thereof shall not be paid when due; or if the undersigned, any endorser or guarantor hereof shall become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make a general assignment for the benefit of creditors; or if the transaction of the usual business of the undersigned shall be suspended, or any proceeding, procedure or remedy supplementary to or in enforcement of judgment shall be resorted to or commenced against, or with respect to any property of, the undersigned or any such endorser or guarantor; or if a petition in bankruptcy or for relief under any law relating to the relief of debtors, readjustment of

of indebtedness, reorganization, composition or extension shall be filed, or any proceeding shall be instituted under any such law, by or against the undersigned or any such endorser or guarantor; or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of, or assume control over the affairs or operations of, or a receiver shall be appointed of, or of any substantial part of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of, the undersigned or any such endorser or guarantor; or if any indebtedness of the undersigned or any such endorser or guarantor for borrowed money shall become due and payable by acceleration or maturity thereof; or if the undersigned shall be dissolved or be a party to any merger or consolidation without the written consent of the holder hereof; or if the undersigned, any endorser or guarantor hereof should experience such a change in the condition or affairs of any of them as in the opinion of the holder, shall increase its credit risks or make its debt insecure; or if maker fails to comply with any term or condition of the Loan Agreement, or in the event of termination for any reason of the Management Agreement.

...THEN and in every such event, this Note and the present and future indebtedness, obligations and liabilities of any kind of the undersigned to the holder hereof, whether created directly or acquired by assignment, whether absolute or contingent, shall, unless the holder hereof shall otherwise elect, forthwith become and be due and payable, without demand or notice.

In addition to any other rights of the holder under applicable law, the holder shall have a lien on, and a security interest in, any and all property of the undersigned which may from time to time come in the possession, custody or control of the holder hereof, and the holder may at any time, without notice, apply the same to the note or such other liabilities, whether due or not. The undersigned and all endorsers, guarantors and other parties to this Note waive demand for payment, presentment, protest and notice of dishonor and any and all other notices and demands whatsoever, and further waive the right to interpose any counterclaim or set-offs of any kind on any litigation relating to this Note or any such other liabilities. Failure or delay of the holder to enforce any provisions of this Note shall not be deemed a waiver of any such provision, nor shall the holder be estopped from enforcing any such provision at a later time.

This Note and any guaranty or endorsement thereof shall be deemed to be governed by the laws of the Province of Ontario (without giving effect to provisions relating to conflicts of law) in all respects, including matters of construction, validity and performance, and it is understood and agreed that none of its terms or provisions may be waived, altered, modified, or amended except in writing.

Any legal action or proceeding arising out of or relating to this Note may be instituted in the courts of the Province of Ontario and the undersigned and all endorsers and guarantors submit to the jurisdiction of such courts in any such action or proceeding, provided, however, that the foregoing shall not limit the holder's rights to bring any legal action or proceeding in any other appropriate jurisdiction, in which event,

PROMISSORY NOTE

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at the holder's option, the laws of such jurisdiction or of the Province of Ontario shall apply. If an attorney is used to enforce or collect this Note, the undersigned shall be obliged to pay all costs and expenses of collection, including reasonable attorney's fees.

LAKEVIEW DEVELOPMENT LTD.

PER: _____

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP by its General Partner
127089 CANADA LTD.

PER: _____

ACTIONS

NIL

SCHEDULE " C "

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton in the Regional Municipality of Hamilton-Wentworth in the Province of Ontario. And being composed of Part of Lots 1 and 2 and the unnumbered lot in Block 1, part of Lots 1 and 2 and the unnumbered lot in the Block bounded by Market, MacNab, King and Part Streets all according to DAVID KIRKENDALL SURVEY registered in the Land Registry Office for the Registry Division of Wentworth as Plan No. 39. And Part of Park Street immediately east of the said Block 1 (said Park Street now closed by the City of Hamilton By-Law No. 81-14 dated December 9, 1980, and registered in the said Land Registry Office as Instrument No. 174954 C.D.) and which said parcel may be more particularly described as all of Part 1 according to a reference plan received and deposited in the said Land Registry Office on April 22, 1980, as Plan No. 62R-5316.

Being the whole of Parcel 1-2

in the Leasehold Register for Section W-39(c)

THIS INDENTURE made as of the 14th day of August, 1985.

BETWEEN:

LAKEVIEW DEVELOPMENT LTD., a Federal Corporation continued under the Canada Business Corporations Act ("Lakeview") and KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP (the "Limited Partnership") by its General Partner 127089 CANADA LTD.,

(Lakeview and the Limited Partnership together hereinafter called the "Mortgagor"),

OF THE FIRST PART,

-and-

LAKEVIEW DEVELOPMENT OF CANADA LTD., a Federal Corporation incorporated under the Canada Business Corporations Act,

(hereinafter called the "Mortgagee")

OF THE SECOND PART,

-and-

THE CORPORATION OF THE CITY OF HAMILTON,

(hereinafter called the "Lessor"),

OF THE THIRD PART.

WITNESSETH THAT:

WHEREAS by a Ground Lease dated as of the 3rd day of May, 1983 wherein Lakeview is the lessee and the Lessor is the lessor, the Lessor did demise and lease unto Lakeview the land therein described, which land (hereinafter called the "Leasehold Land") is herein described in Schedule "A" attached hereto, for and during the term of years to be computed from and inclusive of the 3rd day of May, 1983 and fully to be complete and ended on the 31st day of October, 2069 at and under the yearly rental, covenants, conditions and agreements expressed and declared in the Ground Lease, which lease was registered on the Schedule "A" land as Instrument No. 271066 C.D.;

AND WHEREAS the Ground Lease was amended by Agreements between the Lessor and Lakeview Development Ltd., which Agreements were dated and registered on the Schedule "A" land as follows:

May 3, 1983 Closing Agreement registered as Instrument No. 292838 C.D.; and

July 29, 1983 Amending Agreement registered as Instrument No. 292840 C.D.

APPENDIX "H" AS REFERRED TO IN
SECTION 19(b)(ii) OF THE 9th
REPORT OF THE PLANNING & DEVELOPMENT
COMMITTEE

AND WHEREAS by Sublease dated October 1, 1984, (the "Sublease") Lakeview, as Sublessor granted to the Mortgagor, as Sublessee, a Sublease of the Leasehold Lands which Sublease was registered on the Schedule "A" land as Instrument No. 153111 L.T.;

AND WHEREAS the Lessor, Lakeview, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited have entered into an Interface Agreement dated as of July 30, 1984 in respect of the lands described therein including the land described in Schedule "A" attached hereto, which Agreement was registered on title to the Schedule "A" land as Instrument No. 161659 L.T.;

AND WHEREAS the Limited Partnership and Lakeview as Sublessees under the Sublease have given their undertaking (dated August 13, 1985) to the City to abide by and be bound by all of the terms, covenants and conditions of the Interface Agreement.

AND WHEREAS Lakeview, the Limited Partnership and Lakeview Development of Canada Ltd. entered into an Acquisition and Development Agreement dated October 1, 1984 whereby the Limited Partnership purchased from Lakeview an undivided one-half interest in the Hotel (as such capitalized term is defined therein);

AND WHEREAS the Lessor and Lakeview have agreed to enter into an Agreement, to be executed, in respect of a pedestrian bridge above King Street West to connect the Improvements of the Mortgagor on the land described in Schedule "A" attached hereto and to connect the adjacent premises in L.D. Jackson Square by means of a pedestrian bridge above King Street West for access to and from the Trade and Convention Centre and other facilities situated southerly of King Street West, which Agreement will be registered on title to the Schedule "A" land;

AND WHEREAS the Mortgagor has applied to the Mortgagee for a loan to be made to the Mortgagor on the security of, inter alia, the Leasehold Land and the term of years and on all buildings, improvements and

other structures to be erected on the Leasehold Land (hereinafter collectively called the "Leasehold Land and Premises") and the Mortgagee has agreed to lend to the Mortgagor the sum of EIGHTEEN MILLION (\$18,000,000.00) Dollars of lawful money of Canada upon and subject to the terms and conditions more particularly set out in a mortgage (hereinafter called the "Mortgage") to be secured against the Leasehold Land and Premises;

AND WHEREAS by the terms of the Ground Lease it is provided that Lakeview as lessee thereunder may at any time and from time to time mortgage or encumber the Leasehold Land and Premises provided that certain conditions have been complied with as more particularly set forth in Section 16.01 of the Ground Lease;

AND WHEREAS by the terms of the Sublease it is provided that the Mortgagor, as Sublessee, covenants to perform and observe all covenants and obligations on the part of Lakeview under and pursuant to the terms of the Ground Lease, as defined therein, and which covenants and obligations are adopted, mutatis mutandis, in the Sublease save for certain exceptions;

NOW THEREFORE in consideration of the premises:

1. The Mortgagee acknowledges and agrees that the Mortgage will be made expressly subject to the rights of the Lessor under the Ground Lease, and in particular to the right of the Lessor to acquire title to the Improvements as defined in the Ground Lease, upon expiration or termination of the Ground Lease, in accordance with and subject to the provisions and conditions of the Ground Lease.

2. The Mortgagee covenants and agrees with the Lessor that, contemporaneously with the giving of notice by the Mortgagee to the Mortgagor of any breach or default under the Mortgage, the Mortgagee will notify the Lessor in writing of such breach or default.

3. (a) The Mortgagee covenants and agrees with the Lessor that it shall be bound by all the covenants and obligations of the lessee under:

- (i) the Ground Lease;
- (ii) The Interface Agreement registered as Instrument Number 161659 L.T. and any agreement, lease, sublease or easement contemplated by the Interface Agreement to be entered into by the Mortgagor;
- (iii) the Pedestrian Bridge Agreement to be entered into between Lakeview Development Ltd. and the City, a draft of which the mortgagee acknowledges having received. The draft agreement is dated March 28, 1985, last revised as of November 27, 1985;
- (iv) the Sublease of the underground parking to the City as provided for in Section 22 of the Ground Lease, as agreed upon by Lakeview Development Ltd. and the City;
- (v) November 1, 1984 Lease Amending Agreement among Lakeview, the City and Citibank Canada;
- (vi) June 10, 1985 Encroachment Agreement with The Regional Municipality of Hamilton-Wentworth;
- (vii) August 1, 1985 Agreement to extend the construction time limit to October 3, 1985.

as soon as it, as Mortgagee under the Mortgage, enters in and for long as it remains in possession of such lessee's interest, or otherwise take steps to enforce its security which have the effect of depriving the lessee under the Ground Lease of the ability fully to perform those covenants and obligations, and upon the sale or transfer of the Leasehold Land and Premises following the realization by the Mortgagee of the security of the Mortgage or by the exercise of the power of sale of the Mortgage or otherwise, it shall obtain from the assignee of the Leasehold Land and Premises a covenant with the Lessor to perform all of the lessee's obligations under the Ground Lease and the agreements and documents referred to in subparagraphs (ii) to (vii) (inclusive) but from and after the date that such assignee becomes bound by these obligations of the lessee and enters into possession of the Leasehold Land, the Mortgagee shall be relieved and fully discharged from performance thereafter of such covenants, agreements and obligations.

(b) Without limiting the generality of Section 3(a), the Mortgagee covenants and agrees with the Lessor that notwithstanding:

- (i) That some of the documents referred to in paragraphs 3(a)(ii) to (vii) (inclusive) remain to be completed and entered into, or, if executed, remain to be registered; and,
- (ii) That some of them may not be registered on title to the Hotel until after the registration of the Mortgage referred to herein:
 - (A) That the Mortgage from the Mortgagor to the Mortgagee referred to in this agreement is and shall be (in the manner and to the extent provided for in Section 3(a) above) subject to and subordinate to in all respects to the rights of the Lessor under those documents as those documents (including the rights of the Lessor therein) shall be agreed upon by the parties to those documents.
 - (B) That those documents (referred to in paragraph 3(a)(ii) to (vii) (inclusive)) shall be an encumbrance upon the Leasehold Land prior to the Mortgage in the same manner and to the same effect as if they had been dated and registered prior to the Mortgage.
 - (C) That if the Mortgage is registered prior to the registration of any of those documents, the Mortgagee agrees and undertakes to the Lessor to execute any agreements and to do all other acts and things as may reasonably be required by the Lessor to ensure that those documents are prior to the interest of the Mortgagee.

4. The Lessor covenants and agrees with the Mortgagee that the Mortgagee will be relieved and fully discharged of and from future performance of covenants, agreements and obligations in paragraph 3 hereof from and after the date on which the assignee of the Leasehold Land and Premises referred to in paragraph 3 hereof, covenants with the Lessor to perform all of the lessee's obligations under the Ground Lease as well as the other documents referred to in paragraph 3 hereof and enters into possession as aforesaid.

5. The Mortgagor and Mortgagee agree that Section 22.09 of the Ground Lease does not impose on the Lessor any obligation to perform any of the obligations of the Mortgagor under the Mortgage, the Loan Agreement between the Mortgagor and the Hotelier or to perform financial obligations of the Mortgagor under the Hotel Management Agreement referred to in Section 22.09 of the Ground Lease, nor does it subordinate the rights of the Lessor to receive rent and other sums payable to the

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Lessor under the Ground Lease to amounts payable to the Hotelier or its nominee as Mortgagee under the Loan Agreement attached to the Hotel Management Agreement, nor does it require the City to pay any monies, under the Hotel Management Agreement, referred to in Section 22.09 of the Ground Lease, except as the City and the Hotelier may agree.

6. (a) Any notice in writing required or permitted to be given to the Mortgagor hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development Ltd. and King Street
Hamilton Hotel Limited Partnership,
6th Floor - 185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers and Solicitors
5th Floor - 185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

ATTENTION: J. T. McJannet, Q.C.

Any such notice mailed as aforesaid shall be deemed to be given to the Mortgagor on the fifth business day following the date of such mailing.

(b) Any notice in writing required or permitted to be given to the Mortgagee hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development of Canada Ltd.
6th Floor - 185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

ATTENTION: Mr. J. Levit, President.

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers and Solicitors
5th Floor - 185 Carlton Street
WINNIPEG, Manitoba R3C 3J1

ATTENTION: Mr. J. T. McJannet, Q.C.

Any such notice mailed as aforesaid shall be deemed to be given to the Mortgagee on the fifth business day following the date of such mailing.

(c) Any notice in writing required or permitted to be given to the Lessor shall be given by registered mail, postage prepaid, addressed to:

The City Clerk
The Corporation of the City of Hamilton
City Hall
71 Main Street West
HAMILTON, Ontario
L8N 3T4

Any such notice mailed as aforesaid shall be deemed to have been given to the Lessor on the fifth business day following the date of such mailing.

(d) Any party may at any time give notice to each of the other parties of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party.

7. Each of the parties hereto covenants and agrees with the others of them to do all such acts, matters and things as may be requisite and necessary to give full force and effect to the provisions of this Agreement and to carry out and perform the same in accordance with its terms.

8. The parties hereto covenant and agree that this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. The words "mortgagor", "mortgagee" and "Lessor" where used herein shall include their respective successors and assigns.

10. This Indenture may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

11. Lakeview agrees to register this Agreement in duplicate on title to the leasehold land described in Schedule "A" and to provide the registered duplicate thereof to the Lessor. This Agreement shall be registered forthwith after the registration of the mortgage referred to in this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed these presents.

LAKEVIEW DEVELOPMENT LTD.

PER: _____
Executive Vice-President

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP, by its General Partner,
127089 CANADA LTD.

PER: _____
Vice-President

LAKEVIEW DEVELOPMENT OF CANADA LTD.

PER: _____

THE CORPORATION OF THE CITY OF HAMILTON

PER: _____
Mayor

PER: _____
Deputy Clerk

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton in the Regional Municipality of Hamilton-Wentworth in the Province of Ontario. And being composed of Part of Lots 1 and 2 and the unnumbered lot in Block 1, part of Lots 1 and 2 and the unnumbered lot in the Block bounded by Market, MacNab, King and Part Streets all according to DAVID KIRKENDALL SURVEY registered in the Land Registry Office for the Registry Division of Wentworth as Plan No. 39. And Part of Park Street immediately east of the said Block 1 (said Park Street now closed by the City of Hamilton By-Law No. 81-14 dated December 9, 1980, and registered in the said Land Registry Office as Instrument No. 174954 C.D.) and which said parcel may be more particularly described as all of Part 1 according to a reference plan received and deposited in the said Land Registry Office on April 22, 1980, as Plan No. 62R-5316.

Being the whole of Parcel 1-2

in the Leasehold Register for Section W-39(c)

THIS INDENTURE made as of the 14th day of August, 1985.

BETWEEN:

LAKEVIEW DEVELOPMENT LTD., a Federal Corporation continued under the Canada Business Corporations Act ("Lakeview") and KING STREET HAMILTON HOTEL LIMITED PARTNERSHIP (the "Limited Partnership") by its General Partner 127089 CANADA LTD.,

(Lakeview and the Limited Partnership together hereinafter called the "Mortgagor"),

OF THE FIRST PART,

-and-

LAKEVIEW DEVELOPMENT OF CANADA LTD., a Federal Corporation incorporated under the Canada Business Corporations Act,

(hereinafter called the "Mortgagee")

OF THE SECOND PART,

-and-

THE CORPORATION OF THE CITY OF HAMILTON,

(hereinafter called the "Lessor"),

OF THE THIRD PART.

WITNESSETH THAT:

WHEREAS by a Ground Lease dated as of the 3rd day of May, 1983 wherein Lakeview is the lessee and the Lessor is the lessor, the Lessor did demise and lease unto Lakeview the land therein described, which land (hereinafter called the "Leasehold Land") is herein described in Schedule "A" attached hereto, for and during the term of years to be computed from and inclusive of the 3rd day of May, 1983 and fully to be complete and ended on the 31st day of October, 2069 at and under the yearly rental, covenants, conditions and agreements expressed and declared in the Ground Lease, which lease was registered on the Schedule "A" land as Instrument No. 271066 C.D.;

AND WHEREAS the Ground Lease was amended by Agreements between the Lessor and Lakeview Development Ltd., which Agreements were dated and registered on the Schedule "A" land as follows:

May 3, 1983 Closing Agreement registered as Instrument No. 292838 C.D.; and

July 29, 1983 Amending Agreement registered as Instrument No. 292840 C.D.

APPENDIX "I" AS REFERRED TO IN
SECTION 19(b)(ii) OF THE 9th REPORT
OF THE PLANNING & DEVELOPMENT
COMMITTEE

AND WHEREAS by Sublease dated October 1, 1984, (the "Sublease") Lakeview, as Sublessor granted to the Mortgagor, as Sublessee, a Sublease of the Leasehold Lands which Sublease was registered on the Schedule "A" land as Instrument No. 153111 L.T.;

AND WHEREAS the Lessor, Lakeview, Second Phase Civic Square Limited and Fourth Phase Civic Square Limited have entered into an Interface Agreement dated as of July 30, 1984 in respect of the lands described therein including the land described in Schedule "A" attached hereto, which Agreement was registered on title to the Schedule "A" land as Instrument No. 161659 L.T.;

AND WHEREAS the Limited Partnership and Lakeview as Sublessees under the Sublease have given their undertaking (dated August 13, 1985) to the City to abide by and be bound by all of the terms, covenants and conditions of the Interface Agreement.

AND WHEREAS Lakeview, the Limited Partnership and Lakeview Development of Canada Ltd. entered into an Acquisition and Development Agreement dated October 1, 1984 whereby the Limited Partnership purchased from Lakeview an undivided one-half interest in the Hotel (as such capitalized term is defined therein);

AND WHEREAS the Lessor and Lakeview have agreed to enter into an Agreement, to be executed, in respect of a pedestrian bridge above King Street West to connect the Improvements of the Mortgagor on the land described in Schedule "A" attached hereto and to connect the adjacent premises in L.D. Jackson Square by means of a pedestrian bridge above King Street West for access to and from the Trade and Convention Centre and other facilities situated southerly of King Street West, which Agreement will be registered on title to the Schedule "A" land;

AND WHEREAS the Mortgagor has applied to the Mortgagee for a loan to be made to the Mortgagor on the security of, inter alia, the Leasehold Land and the term of years and on all buildings, improvements and

other structures to be erected on the Leasehold Land (hereinafter collectively called the "Leasehold Land and Premises") and the Mortgagee has agreed to lend to the Mortgagor the sum of SEVEN HUNDRED & FIFTY THOUSAND (\$750,000.00) Dollars of lawful money of Canada upon and subject to the terms and conditions more particularly set out in a debenture (hereinafter called the "Mortgage") to be secured against the Leasehold Land and Premises;

AND WHEREAS by the terms of the Ground Lease it is provided that Lakeview as lessee thereunder may at any time and from time to time mortgage or encumber the Leasehold Land and Premises provided that certain conditions have been complied with as more particularly set forth in Section 16.01 of the Ground Lease;

AND WHEREAS by the terms of the Sublease it is provided that the Mortgagor, as Sublessee, covenants to perform and observe all covenants and obligations on the part of Lakeview under and pursuant to the terms of the Ground Lease, as defined therein, and which covenants and obligations are adopted, mutatis mutandis, in the Sublease save for certain exceptions;

NOW THEREFORE in consideration of the premises:

1. The Mortgagee acknowledges and agrees that the Mortgage will be made expressly subject to the rights of the Lessor under the Ground Lease, and in particular to the right of the Lessor to acquire title to the Improvements as defined in the Ground Lease, upon expiration or termination of the Ground Lease, in accordance with and subject to the provisions and conditions of the Ground Lease.

2. The Mortgagee covenants and agrees with the Lessor that, contemporaneously with the giving of notice by the Mortgagee to the Mortgagor of any breach or default under the Mortgage, the Mortgagee will notify the Lessor in writing of such breach or default.

3. (a) The Mortgagee covenants and agrees with the Lessor that it shall be bound by all the covenants and obligations of the lessee under:

- (i) the Ground Lease;
- (ii) The Interface Agreement registered as Instrument Number 161659 L.T. and any agreement, lease, sublease or easement contemplated by the Interface Agreement to be entered into by the Mortgagor;
- (iii) the Pedestrian Bridge Agreement to be entered into between Lakeview Development Ltd. and the City, a draft of which the mortgagee acknowledges having received. The draft agreement is dated March 28, 1985, last revised as of November 27, 1985;
- (iv) the Sublease of the underground parking to the City as provided for in Section 22 of the Ground Lease, as agreed upon by Lakeview Development Ltd. and the City;
- (v) November 1, 1984 Lease Amending Agreement among Lakeview, the City and Citibank Canada;
- (vi) June 10, 1985 Encroachment Agreement with The Regional Municipality of Hamilton-Wentworth;
- (vii) August 1, 1985 Agreement to extend the construction time limit to October 3, 1985.

as soon as it, as Mortgagee under the Mortgage, enters in and for long as it remains in possession of such lessee's interest, or otherwise take steps to enforce its security which have the effect of depriving the lessee under the Ground Lease of the ability fully to perform those covenants and obligations, and upon the sale or transfer of the Leasehold Land and Premises following the realization by the Mortgagee of the security of the Mortgage or by the exercise of the power of sale of the Mortgage or otherwise, it shall obtain from the assignee of the Leasehold Land and Premises a covenant with the Lessor to perform all of the lessee's obligations under the Ground Lease and the agreements and documents referred to in subparagraphs (ii) to (vii) (inclusive) but from and after the date that such assignee becomes bound by these obligations of the lessee and enters into possession of the Leasehold Land, the Mortgagee shall be relieved and fully discharged from performance thereafter of such covenants, agreements and obligations.

(b) Without limiting the generality of Section 3(a), the Mortgagee covenants and agrees with the Lessor that notwithstanding:

- (i) That some of the documents referred to in paragraphs 3(a)(i) to (vii) (inclusive) remain to be completed and entered into, or, if executed, remain to be registered; and,
- (ii) That some of them may not be registered on title to the Hotel until after the registration of the Mortgage referred to herein:
 - (A) That the Mortgage from the Mortgagor to the Mortgagee referred to in this agreement is and shall be (in the manner and to the extent provided for in Section 3(a) above) subject to and subordinate to in all respects to the rights of the Lessor under those documents as those documents (including the rights of the Lessor therein) shall be agreed upon by the parties to those documents.
 - (B) That those documents (referred to in paragraph 3(a)(ii) to (vii) (inclusive)) shall be an encumbrance upon the Leasehold Land prior to the Mortgage in the same manner and to the same effect as if they had been dated and registered prior to the Mortgage.
 - (C) That if the Mortgage is registered prior to the registration of any of those documents, the Mortgagee agrees and undertakes to the Lessor to execute any agreements and to do all other acts and things as may reasonably be required by the Lessor to ensure that those documents are prior to the interest of the Mortgagee.

4. The Lessor covenants and agrees with the Mortgagee that the Mortgagee will be relieved and fully discharged of and from future performance of covenants, agreements and obligations in paragraph 3 hereof from and after the date on which the assignee of the Leasehold Land and Premises referred to in paragraph 3 hereof, covenants with the Lessor to perform all of the lessee's obligations under the Ground Lease as well as the other documents referred to in paragraph 3 hereof and enters into possession as aforesaid.

5. The Mortgagor and Mortgagee agree that Section 22.09 of the Ground Lease does not impose on the Lessor any obligation to perform any of the obligations of the Mortgagor under the Mortgage, the Loan Agreement between the Mortgagor and the Hotelier or to perform financial obligations of the Mortgagor under the Hotel Management Agreement referred to in Section 22.09 of the Ground Lease, nor does it subordinate the rights of the Lessor to receive rent and other sums payable to the

Lessor under the Ground Lease to amounts payable to the Hotelier or its nominee as Mortgagee under the Loan Agreement attached to the Hotel Management Agreement, nor does it require the City to pay any monies, under the Hotel Management Agreement, referred to in Section 22.09 of the Ground Lease, except as the City and the Hotelier may agree.

6. (a) Any notice in writing required or permitted to be given to the Mortgagor hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development Ltd. and King Street
Hamilton Hotel Limited Partnership,
6th Floor - 185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers and Solicitors
5th Floor - 185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

ATTENTION: J. T. McJannet, Q.C.

Any such notice mailed as aforesaid shall be deemed to be given to the Mortgagor on the fifth business day following the date of such mailing.

(b) Any notice in writing required or permitted to be given to the Mortgagee hereunder shall be given by registered mail, postage prepaid, addressed to:

Lakeview Development of Canada Ltd.
6th Floor - 185 Carlton Street
WINNIPEG, Manitoba
R3C 3J1

ATTENTION: Mr. J. Levit, President

with copy sent contemporaneously to:

McJannet, Weinberg, Rich
Barristers and Solicitors
5th Floor - 185 Carlton Street
WINNIPEG, Manitoba R3C 3J1

ATTENTION: Mr. J. T. McJannet, Q.C.

Any such notice mailed as aforesaid shall be deemed to be given to the Mortgagee on the fifth business day following the date of such mailing.

(c) Any notice in writing required or permitted to be given to the Lessor shall be given by registered mail, postage prepaid, addressed to:

The City Clerk
The Corporation of the City of Hamilton
City Hall
71 Main Street West
HAMILTON, Ontario
L8N 3T4

Any such notice mailed as aforesaid shall be deemed to have been given to the Lessor on the fifth business day following the date of such mailing.

(d) Any party may at any time give notice to each of the other parties of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party.

7. Each of the parties hereto covenants and agrees with the others of them to do all such acts, matters and things as may be requisite and necessary to give full force and effect to the provisions of this Agreement and to carry out and perform the same in accordance with its terms.

8. The parties hereto covenant and agree that this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. The words "Mortgagor", "Mortgagee" and "Lessor" where used herein shall include their respective successors and assigns.

10. This Indenture may be executed in several counterparts each of which when executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument,

11. Lakeview agrees to register this Agreement in duplicate on title to the leasehold land described in Schedule "A" and to provide the registered duplicate thereof to the Lessor. This Agreement shall be registered forthwith after the registration of the mortgage referred to in this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed these presents.

LAKEVIEW DEVELOPMENT LTD.

PER: _____
Executive Vice-President

KING STREET HAMILTON HOTEL LIMITED
PARTNERSHIP, by its General Partner,
127089 CANADA LTD.

PER: _____
Vice-President

LAKEVIEW DEVELOPMENT OF CANADA LTD.

PER: _____

THE CORPORATION OF THE CITY OF HAMILTON

PER: _____
Mayor

PER: _____
Deputy Clerk

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Hamilton in the Regional Municipality of Hamilton-Wentworth in the Province of Ontario. And being composed of Part of Lots 1 and 2 and the unnumbered lot in Block 1, part of Lots 1 and 2 and the unnumbered lot in the Block bounded by Market, MacNab, King and Part Streets all according to DAVID KIRKENDALL SURVEY registered in the Land Registry Office for the Registry Division of Wentworth as Plan No. 39. And Part of Park Street immediately east of the said Block 1 (said Park Street now closed by the City of Hamilton By-Law No. 81-14 dated December 9, 1980, and registered in the said Land Registry Office as Instrument No. 174954 C.D.) and which said parcel may be more particularly described as all of Part 1 according to a reference plan received and deposited in the said Land Registry Office on April 22, 1980, as Plan No. 62R-5316.

Being the whole of Parcel 1-2

in the Leasehold Register for Section W-39(c)

REPORT OF THE LEGISLATION COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Legislation Committee presents its NINTH Report for 1987 and respectfully recommends:

1. That the Mayor or his designate be authorized to attend The First International Great Lakes St. Lawrence Mayors' Conference to be held in Quebec City on 1987 May 28th and 29th.
2. That the City of Hamilton host a breakfast for the Trans-Canada Advertising Agency Network at the Convention Centre at an amount not to exceed \$325.00 to be paid from the Special Receptions and Dignitaries Hosting Account 0373-1003. This function to take place at the Hamilton Convention Centre, Saturday, June 6th, 1987 at 8:00 a.m.

NOTE:

Approximately 25-30 representatives of national advertising agencies will be visiting Hamilton for a Conference from June 3-7. Included in the Conference activities will be a tour of specific Hamilton facilities such as Copps Coliseum, Warplane Heritage Museum, Hamilton Place, et cetera. This is an excellent opportunity to boost the new image of our City.

3. (a) That the Street Vendors Program be continued through 1987
- (b) That the Street Vendors Program be advertised in The Spectator
- (c) That permits be issued on the format presently contained in the By-law as follows: (1) Downtown Businesses (3) Any Hamilton Business (4) Hamilton Residents
- (d) That the sale of food products or flowers only be permitted at this time.
- (e) That notice be given to any businesses presently holding a Street Vendor's Permit which has not become operational that the permit will be cancelled and reassigned on the priority basis outlined in Item (c).

4. That civic awards be granted to the following McMaster University athletes who achieved National Championship status at the Canadian Interuniversity Athletic Union Indoor Track and Field Championships held 1987 March 14-15 at the University of Saskatchewan in Saskatoon:

i)	Sue Porter	gold civic ring	4 x 800m relay
ii)	Nicki Knapp	gold civic ring	4 x 800m relay
iii)	Paula Schnurr	gold civic ring	4 x 800m relay
iv)	Lisa Evans	gold civic ring	4 x 800m relay
v)	Brian Maraj	gold civic ring	Coach 4 x 800m relay
vi)	Tom Hyslop	gold civic ring	Coach 4 x 800m relay
v)	Paula Schnurr	diamond insert	1000m

5. That the following members of the Hamilton Steelers Soccer Club be awarded civic gold rings for their win of the Canadian Soccer Championship held in Quebec:

Mario Bartolomeo	Mauro Di Pietro
Emilio Frank Riga	Kevin Grant
Al Yegin	Dennis Ialli
Bryan Rosenfeld	William Johnstone
Gary Morrow	John Di Pasquale
Lucio Ianiero	Louis Nagy
Larry Pretto	Gamal El-Shaarawi
Alaister Love	Garry Hay
Colin Samuels	David Tennant
Lino Tomassetti	

6. That civic gold pins be awarded to the following members of The Hamilton Steelers Soccer Team for their win of the Ontario Cup in the Senior Men's Ontario Championship:

Bryan Rosenfeld	William Johnstone
Steve Hill	Gary Morrow
John Di Pasquale	Kevin Keenan
Lucio Taniero	Louis Nagy
Larry Pretto	Gamal El-Shaarawi
Alaister Love	Garry Hay
Colin Samuels	David Tennant
Lino Tomasetti	

Mario Di Bartolomeo, President
 Mauro Di Pietro, Manager-Treasurer
 Kevin Grant, Coach

7. That the following member of the Hamilton Seekers Midget Girl's Volleyball Team be presented with civic sterling silver pins in recognition of their win as the Ontario Midget Provincial Volleyball Championship held recently in Hamilton:

Paula Acciaroli
Kim Lurencilc
Melinda Roberts
Cynthia Wylie
Tiffany Morris

Mara Gazzola
Paula McCarthy
Tina Schlote
Lesley Turner
Michelle Rapcewicz

Frank Lilliman, Coach
Mike Campanella, Coach
Stu McCarthy, Coach

8. That the members of the 1986 Hamilton Tiger Cat Team be awarded civic gold rings for their recent win of the Grey Cup Championship.
9. That the following civic awards be granted to members of the Leander Boat Club in recognition of their championship achievements:

Dr. George Mann	gold civic ring	Royal Canadian Henley Champion
Ms. Cathy Tucker	gold civic ring & diamond insert	Royal Canadian Henley Champion & Canadian Championship Regatta Champion
Mr. Ron Watson	ruby insert	Royal Canadian Henley Champion & Canadian Championship Regatta Champion
Mr. Tom Lazich	ruby insert	Royal Canadian Henley Champion & Canadian Championship Regatta Champion
Mr. Michael McAlister	diamond insert	Royal Canadian Henley Champion & Canadian Championship Regatta Champion

10. That civic silver pins be awarded to the following playing members of the Hamilton Huskies Major Novice "AAA" Rep Team and three officials:

Anthony Gray
Chris Carson
Ryan Popek
Chris Reaume
Denis Ellis
Joey Seroski
Michael Zanutto
Mickey Clair

Shawn Healy
Robert Cleava
Kris Philip
Darcy Burchell
Richie Vrataric
Jason Lavalle
Paul Lawson
Richard Kersley

11. That permission be granted for the use of City Hall facilities for the following activities scheduled in conjunction with the Annual Senior Citizens Carousel Programme:

(i) 1987 June 1 1:00-4:00 p.m. Seniors Choir Performance
use of City Hall
forecourt, P.A. system,
microphone, stage and
100 chairs.

(ii) 1987 June 15 1:00-4:00 p.m. Seniors Fun Band
use of City Hall
forecourt, P.A. system,
microphone, stage and
100 chairs.

4:00-5:00 p.m. use of Room 233 for a
refreshment break
following the
performance

12. That the City of Hamilton endorse the City of Stoney Creek's resolutions respecting the Establishment of an Air Sea Rescue Centre in the Region of Hamilton-Wentworth as follows:

- a) "That the Council of the City of Stoney Creek support the position taken by Regional Chief of Police Robert Hamilton, in requesting Federal assistance towards the establishment of an Air Sea Rescue Centre in the Region of Hamilton-Wentworth, to service the entire Golden Horseshoe Area, and the City Clerk be directed to forward copies of this resolution to the Federal Minister responsible for such services, the local M.P. Shirley Martin, Local M.P.P. Gordon Dean, and all other area municipalities within the Region of Hamilton-Wentworth".
- b) That all local M.P.'s and M.P.P.'s be advised of City Councils endorsement of the above resolution.

13. a) That the City of Hamilton endorse the resolution of the Ontario Traffic Conference respecting Drinking and Driving, attached herewith as Appendix "A", and

- (b) That the City Clerk be authorized and directed to inform the Minister of Justice of Canada, the Attorney General and the Solicitor-General of Ontario of this decision.
14. That permission be granted to fly the Armenian flag at City Hall from 1987 May 28-31 in recognition of Armenian National Independence.
15. That Alderman D. Christopherson and Alderman M. Kiss remain as members of the Hamilton Status of Women Sub-Committee.

NOTE:

City Council, at its meeting held 1987 March 12th, approved a reduction on the Hamilton Status of Women Sub-Committee from two elected officials to one elected official. Both of the above-noted Aldermen have expressed their desire to remain on the Sub-Committee.

16. That the City of Hamilton take no action supporting the concept known as, Site Value Assessment, and that the Peterborough Site Value Assessment (S.V.A.) Committee be advised by the City Clerk accordingly.
17. (a) That the City of Hamilton advise the Jubilee Consultant Services Hamilton that they have no objection to the use of the word "housing" for a Non-Profit Housing group to be named "Housing Our People Economically (Hope Hamilton) Inc."
- (b) That City Council appoint one person to serve on their Board of Directors.
- * 18. (a) That the City of Hamilton be divided into 12 Wards as outlined on the attached map, marked as Appendix "B",
- (b) That the City Solicitor be authorized and directed to prepare the appropriate By-law.
19. That approval be given to hold the fifth Annual Open House on September 29, 1987.

NOTE:

As in previous Open Houses, the Open House Sub-Committee will be co-ordinating activities such as: entertainment throughout the day, Departmental displays, and prizes for the general public.

*SECTION 18 REFERRED BACK
RECORDED VOTE, SEE PAGE 979

- *20. (a) That smoking be banned in the workplace of all Civic Departments on a voluntary basis commencing July 1, 1987 and that adequate notice be given to all employees;
- (b) That a staff committee composed of both smokers and non-smokers be set up to consider all policy matters respecting this issue;
- (c) That the Legislation Committee encourage employees to avail themselves of a smoking cessation program;
- (d) That the setting up of workshops, seminars and displays be considered;
- (e) That staff recommend designated "smoking" areas within the City Hall preferably on a separate ventilation system, prior to July 1st.

Respectfully submitted

Alderman D. Christopherson
Acting Chairman
Legislation Committee

Susan K. Reeder
Secretary
1987 May 4

*MOTION TO REFER BACK LOST

SECTION 20 AMENDED TO READ:

20. a) That smoking be banned in the workplace of all Civic Departments commencing July 1, 1987 and that adequate notice be given to all employees;
- b) That a staff committee composed of both smokers and non-smokers be set up to consider all policy matters respecting this issue;
- c) That the Legislation Committee encourage employees to avail themselves of a smoking cessation program;
- d) That the setting up of workshops, seminars and displays be considered;
- e) That staff recommend designated "smoking" areas within the City Hall preferably on a separate ventilation system, prior to July 1st.

RECORDED VOTES, SEE PAGE 980

05/12/87

"RESOLUTION RE: DRINKING AND DRIVING"

Whereas there has been great cost in lives, personal injuries and millions of dollars in damage due to accidents involving persons who were driving while impaired by alcohol; and

Whereas it is recognized that there has been some success in reducing such accidents, in particular, at certain times of the year; and

Whereas it is believed that this success is due to the efforts of many individuals, groups, organizations, courts and police. Their effort in attempting to develop proper attitudes toward the drinking and driving problem by people of all ages is important and needs to be kept at a high level; and

Whereas playing an important part in this success is the administration of justice including effective enforcement programs and the handling of offenders by the prosecutors and the courts; and

Whereas a strong deterrent to drinking and driving has been the perception by drivers that they could be stopped and required to give an A.L.E.R.T. breath test at anytime on the road; and

Whereas some believe that these road checks are an unreasonable interference with their rights to travel without being stopped, where they have not been seen committing an offence; and

Whereas some courts have been leaning toward finding that it is an unreasonable interference and although evidence reveals that the alcohol level is much higher than the legal limit, it cannot be introduced in evidence; and

Whereas in the past it has been the opinion of the grass roots people that many things were needed, including tougher driving laws, more strict enforcement, heavier punishment by the courts, more help for people with serious drinking problems, their action to make this known has influenced both federal and provincial governments, police, the courts and their fellow citizens; and

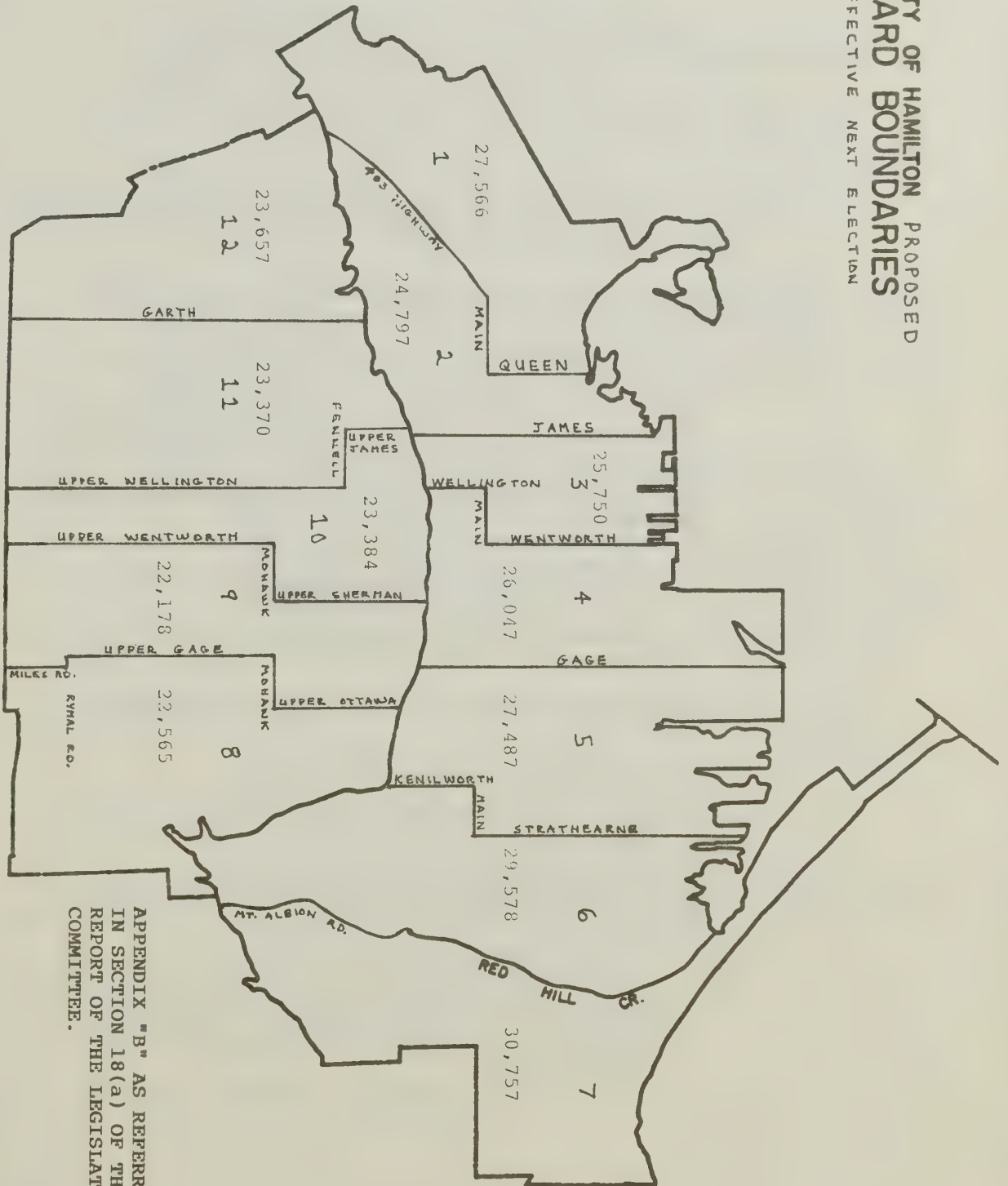
Whereas The Ontario Traffic Conference (O.T.C.) believes that it is important to continue the worthwhile program of A.L.E.R.T. breath testing on the road as a deterrent to drinking and driving;

APPENDIX "A" AS REFERRED TO IN
IN SECTION 13(a) OF THE 9th
REPORT OF THE LEGISLATION
COMMITTEE

Therefore, be it resolved, that the Ontario Traffic Conference make every effort to encourage the continued program of A.L.E.R.T. breath testing on the road year-round and that the President:

- (a) inform the Minister of Justice of Canada the Attorney General and Solicitor General of Ontario of this decision,
- (b) encourage the persons attending the Counter Measures 86 Conference to endorse this resolution and if passed, engage in a program to encourage the public in their own communities, to accept this testing and make it known to both levels of government, courts and prosecutors, and
- (c) circulate this resolution to Municipal Councils of Ontario for their endorsement and similar action.

CITY OF HAMILTON PROPOSED
WARD BOUNDARIES
EFFECTIVE NEXT ELECTION



APPENDIX "B" AS REFERRED TO
IN SECTION 18(a) OF THE 9th
REPORT OF THE LEGISLATION
COMMITTEE.

MAY 4/87

REPORT OF THE FINANCE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its EIGHTH Report for 1987 and respectfully recommends:

1. (a) That the grant recommendations with respect to New General Grant requests, as outlined in Exhibit "A", column (6) in the total amount of \$6 450 be approved.
- (b) That the Committee Grant amounts, outlined in Exhibit "B", in the total amount of \$315 520 be approved.
- (c) That the following Convention/Reception Grants be approved:
 - i) United Nations Association in the amount of \$400 for its reception October 23, 1987 to celebrate United Nation's Day.
 - ii) Black Woman's Small Business Association, in the amount of \$200 for its reception as part of the Ebony Fashion Fair May 20, 1987.
- (d) That the following recommendations with respect to these previously tabled Grant requests be approved:
 - i) Navy League of Canada - a fixed grant in the amount of \$1 500.
 - ii) Players Guild of Hamilton - fixed grant in the amount of \$4 200.
- (e) That the following grant requests be denied:
 - i) a request for financial support to the Ecumenical Development Society of Hamilton, Inc.
 - ii) a request for sponsorship of a luncheon at the Canadian Society of Laboratory Technologists Convention June 21 - 26, 1987.

NOTE: The applicants noted above will be allowed an opportunity to appeal this decision to the Finance Committee, in accordance with the Grant Guidelines. The appeal decisions will be forwarded to City Council at the appropriate time.

2. That approval be given to inform the Board of Education that the 2.2 acre portion of Bartonville School Site, 255 Kenilworth Avenue South is not required for any municipal purpose.

However, the Municipal Non-Profit (Hamilton) Housing Corporation is interested in the acquisition of the 0.53 acre parcel of land west of 1791 King Street East for the construction of a 3-4 storey apartment building, subject to the available funding and the necessary zoning change. This land forms part of the Bartonville School Site.

- * 3. That, in view of the City's financial support of the Hamilton Street Railway Company for many years prior to 1977 when the Region assumed the City's rights in the Hamilton Street Railway, the Region be requested to return to the City 25% of the proceeds recovered from the sale of the Hamilton Street Railway Company property at 18 Wentworth Street North.

NOTE: In adopting Item 20 of the First Report of the Finance Committee, City Council on January 27th, 1987 rejected two Offers to Purchase the Hamilton Street Railway property at 18 Wentworth Street North; authorized the Director of Property to dispose of the property on a proposal call basis, subject to zoning being in place and subject to H.S.R. maintaining their right to occupy the premises until their new quarters are ready for occupancy; and directed the City Solicitor and the Director of Property, to determine if the City is the appropriate and legal vendor with respect to the sale of this property.

As a result of a title search and review of all relevant legislation, the City Solicitor and the Director of Property are of the opinion that the sale of The Hamilton Street Railway Company property at 18 Wentworth Street North is a matter for the consideration of the Regional Government as the City no longer has any legal interest in the property.

However, no matter which level of government sells the property, 75% of the proceeds must be returned to the Ministry of Transportation and Communication, the prime funding source of the Hamilton Street Railway in accordance with their operating and financial agreement.

4. (a) That the following departmental proposals approved by City Council March 10, 1987 as Item 7 of the Fourth Report of the Finance Committee be proceeded with at an estimated total cost of \$17 630 (with estimated S.E.E.D. contribution of \$8 309 and the estimated city's share of \$9 321) as the S.E.E.D. Program has approved the three projects and their portion of the funding for same:

Project No. (1)	Name (2)	No. of Positions (3)	No. of Weeks (4)	Estimated		
				Total Cost (5)	S.E.E.D. Funding (6)	City's Share (7)
1016MT5	C & R - Bikeways	1	17	\$ 5,610	\$2,958	\$ 2,652
0989MT4	- Sevec	1	15	6,130	2,610	3,520
0995MT1	Personnel - Research	<u>1</u>	<u>18</u>	<u>\$ 5,890</u>	<u>\$2,741</u>	<u>\$3,149</u>
		<u>3</u>	<u>50</u>	<u>\$17 630</u>	<u>\$8 309</u>	<u>\$9 321</u>

- (b) That the estimated city's share of \$9 321 be transferred from the Contingency Account (0378-1198) to Work-in-Progress (0411-T77002).
- (c) That the remaining 28 departmental proposals previously approved by City Council March 19, 1987 as Item 7 of the Fourth Report of the Finance Committee as follows not be proceeded with:

No. of Positions (1)	No. of Weeks (2)	Estimated		
		Total Allowable Cost (3)	S.E.E.D. Allowable Funding (4)	City's Share (5)
<u>60</u>	<u>1,066</u>	<u>\$216 727</u>	<u>\$91 691</u>	<u>\$125 036</u>

NOTE: On March 10, 1987, City Council authorized the City Treasurer to make applications for departmental proposals under the Challenge '87 S.E.E.D. Program.

Secondly, upon approval by the S.E.E.D. Program, proposals only be commenced to the maximum Program contribution per employer of \$100 000 and/or estimated City's share of \$134,360

On this basis, the Treasurer be requested to prepare a final list of projects based on the criteria above for approval of the Finance committee.

On April 21, 1987, Challenge '87 - S.E.E.D. advised of their approval and funding of three projects as detailed in the above recommendation.

The remaining 28 projects on the schedule were not approved by S.E.E.D. as program criteria or priorities have not been met, lack of funds and/or C.U.P.E. Locals 5 and 167 have not concurred with the proposals.

5. (a) That the City of Hamilton enter into a Type 1 Supplementary Agreement with OMERS for the HMRF "Others" transferred employees which includes the optional service benefit.
- (b) That the City Solicitor be directed to prepare the necessary by-law authorizing entering into an agreement between the Ontario Municipal Employees Retirement Board and the City of Hamilton.
- *6. (a) That the Consulting firm of Coopers & Lybrand of Toronto, be retained for the Database and Fourth Generation Language Software Selection Study on the understanding that the consultant will commence this assignment approximately 1987 June 1, with completion by 1987 October 30 for a maximum fee of \$55 000 (including expenses). Funding shall be provided by Capital Budget Project #36295 (approved 1986 August 26).
- (b) That the City Treasurer be authorized to provide additional funding to a maximum of (\$10,000) specifically for the purpose of "bench mark" testing of alternative Database software run against actual City of Hamilton data. Such testing to be done if and when necessary to determine the actual performance of alternative Database products utilizing the City's computers.
- (c) That the agreement with the Consultant for the Study be in a form satisfactory to the City Solicitor.

NOTE: The Database Project was approved by City Council on 1986 August 26. The above recommendations initiate the first phase of the Database Project by utilizing a Consultant to assist with the selection of the Software vendor(s) most capable of meeting the City's needs. Recommendations concerning the software supplier(s) for the Database, Fourth Generation Language and related software will be an end result of the consultant's Report. The acquisition of the Database and Fourth Generation Language software would follow and represents the balance of the Capital funding of this Project.

*RECORDED VOTE, SEE PAGE 980

7. (a) That the Treasurer be requested to report back to the Finance Committee on the relevant aspects of implementing a Comprehensive Audit Program for the City of Hamilton, including consideration of an Internal Auditor position to assist with the on-going program, the cost of the study, expected time frames and the scope of the study.
- (b) That the present current budget system, which incorporates parts of several different budgeting techniques including ZBB, be continued by the City of Hamilton and that improvements be made to the system on an on-going basis, where appropriate.
- (c) That the Treasurer be authorized and directed to investigate the possibility of obtaining Provincial funding to assistance in undertaking this study.
8. (a) That the 1986 Audited Financial Report, copies of which have already been distributed to all members of City Council, be received.
- (b) That the City Treasurer arrange to publish on one occasion the required 1986 financial statements, based on the audited report, in The Hamilton Spectator as soon as possible and in accordance with regulations provided the Ministry of Municipal Affairs, but in any event, within 60 days of receiving the audited statements according to a regulation of the Ministry of Municipal Affairs.
- (c) That selected statements of the 1986 audited Financial Report be printed in brochure type report form for distribution to banks, other financial institutions and other interested parties.
9. That the taxation notice designated for the information of the City of Hamilton taxpayers be placed in the Hamilton Spectator as a half-page ad for one day, Saturday, May 16, 1987, or as an alternative date, May 23, 1987.
10. That the claims of Peter Armstrong be settled in the amount of \$1,500.00 inclusive of interest and costs.

NOTE: On March 2, 1982, Mr. Armstrong fell on the City sidewalk on the east side of Catharine Street South at the Hunter Street underpass due to ice and snow on the sidewalk. He suffered a fractured right ankle requiring him to be in a cast for six weeks and to take time off work.

He commenced action against the City by Writ of Summons issued April 6, 1982 and claimed damages totalling \$50,000.00 plus interest and costs. After a pre-trial before Judge Borkovich, it is recommended that Mr. Armstrong's claims be settled in the amount of \$1,500.00 inclusive of interest and costs.

11. That the claims of Derek Firth and Margaret Firth against Douglas Bellamy and the City be settled in the amount of \$34,425.17 inclusive of interest, costs and O.H.I.P.'s claim of \$2,274.37.

NOTE: On October 16, 1984, Mr. Bellamy, a City employee in the Public Works Department, was operating a City street sweeper when he struck Derek Firth, who was on foot crossing Victoria Street North at its intersection with King Street East with the green light within the crosswalk. Mr. Firth suffered severe and serious injuries to his head and chest and has been left with a depression in his chest wall about the size of a fist.

Mr. Firth and his wife commenced action against the City and Mr. Bellamy by Writ of Summons issued November 15, 1984 and claimed damages totalling \$75,000.00 plus interest and costs. The matter was pre-tried by Judge Borkovich on January 8, 1987 and as a result thereof it is recommended that the claims of Mr. and Mrs. Firth be settled for \$32,150.80 inclusive of interest and costs and that the claim of O.H.I.P. be settled in the amount of \$2,274.37 for a total of \$34,425.17.

12. That the claims of Tom Tindale and the City against Eric Olenskiw and A. Kergl Ltd., Holiday Juice Ltd. be settled in the amount of \$3,900.00 inclusive of interest and costs, to be paid to the city.

NOTE: On November 4, 1985, Mr. Tom Tindale was a passenger in a City vehicle when it was struck by another vehicle operated by Eric Oleskiw and owned by A. Kergl Ltd., Holiday Juice Ltd. Mr. Tindale suffered injury to his left shoulder and lower back. Mr. Tindale lost no time from work and his doctor has advised that he has no limitation of range and that his lumbosacral strain and contusion have healed.

After deduction of the City's expenses there will remain a surplus of \$3,450.00 to be paid to Mr. Tindale pursuant to the The Workers' Compensation Act. In accordance with Section 8 (4) of the Workers' Compensation Act, R.S.O. 1980, Chapter 539 and attached Application from Mr. Tindale, it is recommended that payment of the surplus be made to Mr. Tindale. The surplus remains as a credit to the City and must be deducted from the amount of any further compensation or other benefits to which Mr. Tindale may become entitled to from the Workers' Compensation Board with respect to this accident.

13. That the claims of Sarah Carline and her family herein be settled in the amount of \$29,229.77 inclusive of interest and costs and that the subrogated claim of O.H.I.P. be settled in the amount of \$28,913.54.

NOTE: On May 21, 1985, Sarah Carline was on foot crossing Wellington Street South at its intersection with King Street East when she was struck by a City vehicle operated by Joseph Bello an employee in the Public Works Department. Mrs. Carline was 77 years old at the time and suffered serious injuries including facial fractures, fractured right fibula and sprained right ankle. She suffered a loss of skin on her right foreleg for which she has had plastic surgery and her facial injuries are such that she had double vision when looking upward.

A pre-trial was held before Judge Borkovich on December 9, 1986 and as a result it is recommended that the claims of Mrs. Carline and her family be settled in the amount of \$29,229.77 inclusive of interest and costs. Further, it is recommended that O.H.I.P.'s subrogated claim of \$28,913.54 (of which \$24,566.00 represents 71 days in hospital at \$346.00 per day) be paid.

- * 14. That the short fall of \$7 211 required by the Social Planning and Research Council to undertake a social impact study of the Municipal Non-Profit (Hamilton) Housing Corporation's Upper Paradise Road Project ~~not be~~ financed from the Contingency Account No. 0378-1198.

NOTE: The above recommendation was lost on a tie vote and in accordance with Council's policy is being forwarded at this time for Council's consideration.

Section 1(b) of the Eleventh Report of the Executive Committee recommends that the Finance Committee be requested to recommend the method of financing the short fall.

15. That leave be granted to introduce the following Bill:

- (a) Bill No. G-8 - By-law To Authorize Entering Into An Agreement With The Ontario Municipal Employees Retirement Board.

Respectfully Submitted

Alderman P. O. Valeriano, Chairman
Finance Committee

John D. Thompson, Acting Secretary
Finance Committee
1987 May 5

*SECTION 14 DELETED DUE TO SECTION 1 OF THE ELEVENTH REPORT OF THE EXECUTIVE COMMITTEE BEING REFERRED TO THE MUNICIPAL NON-PROFIT HOUSING CORPORATION.

*SECTION 3 AMENDED TO READ:

3. That, in view of the City's financial support of the Hamilton Street Railway Company for many years prior to 1977 when the Region assumed the City's rights in the Hamilton Street Railway, the Region be requested to return to the City 25% of the proceeds recovered from the sale of the Hamilton Street Railway Company property at 18 Wentworth Street North by making a grant under Section 113 of the Municipal Act of an amount equivalent to 25% of the proceeds recovered from the sale of the property at 18 Wentworth Street North or alternatively that the Region be requested to seek an amendment to the Regional Municipality of Hamilton-Wentworth Act to authorize the said amount and that this sale when it is available be made available as one of the sites for Non-Profit Housing.

NOTE: In adopting Item 20 of the First Report of the Finance Committee, City Council on January 27, 1987 rejected two Offers to Purchase the Hamilton Street Railway property at 18 Wentworth North; authorized the Director of Property to dispose of the property on a proposal call basis subject to the zoning being in place and subject to the H.S.R. maintaining their right to occupy the premises until their new quarters are ready for occupancy; and directed the City Solicitor and the Director of Property, to determine if the City is the appropriate and legal vendor with respect to the sale of this property.

As a result of a title search and review of all relevant legislation, the City Solicitor and the Director of Property are of the opinion that the sale of the Hamilton Street Railway Company property at 18 Wentworth Street North is a matter for the consideration of the Regional Government as the City no longer has any legal interest in the property.

However, no matter which level of government sells the property, 75% of the proceeds must be returned to the Ministry of Transportation and Communication, the prime funding source of the Hamilton Street Railway in accordance with their operating and financial agreement.

City of Hamilton
TreasuryExhibit "B" as referred
to in Section 1 of the
EIGHTH Report of the
FINANCE COMMITTEE.SUMMARY OF 1987 GRANTS

1987 Grant Budget		750,000
- plus additional provision transferred from Contingency		<u>75,000</u>
Total Funds Available		825,000
Deduct: <u>Committed Grant Funds</u>		
- Account No. 0374-14 McMaster/Mohawk Utilities	10,400	
- Account No. 0374-15 Public Housing - Elderly Persons	69,570	
- Account No. 0374-0203 Christmas Lighting Program - B.I.A.'s	8,000	
- Account No. 0374-0105 Canusa Games	<u>30,000</u>	
	117,970	
<u>Hamilton East End Kiwanis</u>		
- Operating	160,280	
- Taxes	<u>37,270</u>	
	197,550	
Total Committed Funds		<u>315,520</u>
		509,480
Deduct: Provision for Convention/Reception Grants	50,000	
General Grants approved by Council	<u>425,730</u>	<u>475,730</u>
Balance Available for Appeals and Additional Requests		33,750 =====

1987 April 28
DKB/an

Exhibit "A" as referred
to in Section 1 of the
Report of the
FINANCE COMMITTEE
05/12/87

City of Hamilton
Treasury

Exhibit "A"

1987 NEW GRANT REQUESTS

<u>Organization</u> (1)	<u>Type of Grant</u> (2)	<u>1987 Request</u> (3)	<u>Purpose</u> (4)	<u>Comments</u> (5)	<u>Finance and Grants Sub-Committee Recommendation</u> (6)
1. Banda Portuguesa De Hamilton	Operating	\$ 12,000	To purchase instruments and uniforms	First time request	Denied
2. Canadian Cross Roads International	One-Time	17,600	To defray costs of 11 Hamiltonians being sent overseas to assist in Community Development	Requesting a donation - City normally does not make donations	Denied
3. Child Find Ontario Inc.	One-Time	4,500	To defray costs of artistic creation and multi media presentation	First time application - \$7,500 grant approved by the Region	Denied
4. East End T-Ball Softball Association	One-Time	2,000	To purchase needed equipment for safety reasons	First time application	\$ 700 (One-time Only)
5. Hamilton Community Concert Association	Operating	5,000	Marketing research to inform people of this organization	Request denied in 1986	Denied
6. Hamilton & District Baseball Association	Operating & One-Time	10,000	To defray costs in developing association	First time application	\$2,500 (Traditional)
7. Hamilton Hungarian Soccer Club	One-Time	1,000	To defray costs associated with soccer tournament in Europe	First time application - policy allows for this type of grant	\$ 250 (One-time Only)
8. Hamilton Ladies Slo-Pitch Association	One-Time	1,000	To defray costs of sending Hamilton Team to tournament in Chicago	Policy allows for this type of grant - organization is also requesting a Convention/Reception grant for their tournament in August	\$ 500 (One-time Only) plus \$500 interest free loan to be repaid by Dec.31/87 and financed from Acct. 0374-XXXX - Grants
9. Lusíadas Cultural and Sporting Club	One-Time	10,000	To defray costs of "Azores Discovery Day"	Awaiting decisions on request of funding from Federal and Provincial Governments	\$2,000 (One-time Only)

City of Hamilton
Treasury

Exhibit "A"
Page 2

1987 NEW GRANT REQUESTS

<u>Organization</u> (1)	<u>Type of Grant</u> (2)	<u>1987 Request</u> (3)	<u>Purpose</u> (4)	<u>Comments</u> (5)	<u>Finance and Grants Sub-Committee Recommendation</u> (6)
10. North End Breeze's	One-Time	\$ 5,700	To defray costs of purchasing copier	Copier required for printing of community paper	Denied
11. North End Children's Centre	Operating	40,000	To defray costs of providing extended family services	Possibly considered a Regional grant as programs appear to be social service oriented	Refer to the Region
12. SHAIR International Resource Centre	Operating	13,000	To defray cost of working with immigrants and refugees	First time application	Denied
13. The World Within Macdonald	One-Time	2,500	To defray costs of multi-cultural project at Sir John A. Macdonald Secondary School	First time application	Denied
14. Sponsoring Committee - 826 Air Cadets Squadron	Operating	1,500	To defray operational costs	Request denied in 1986	Denied
15. Steel City Football Football Association	Operating	10,000	To purchase equipment	First time application	Tabled for additional information
16. Toy Town Troupers	Operating	4,000	To defray costs of developing programs for the schools	First time application	Denied
17. University of Toronto Research - Termiles	Operating	25,000	To defray research costs relevant to termiles	Request received by other municipalities - first time application	Tabled for additional information
18. West Hamilton Youth Soccer Club	Operating	6,500	To defray operational costs	First time application	Tabled for additional information

\$171,300
=====

\$6,450
=====

1987 May 6

05/12/87

05/19/87

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MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 19, 1987
7:30 O'CLOCK, P.M.

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M21
1987

Special meeting of City Council called at the direction of His
Worship Mayor Robert M. Morrow.

PRESENT: Alderman Wheeler, Acting Mayor.

Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano,
Hinkley, Cops, Christopherson, Collins, Smith,
Cowell, Gallagher, Merling, Murray, Ross.

His Worship Mayor Robert M. Morrow absent on City
business.

The Clerk read the notice calling the meeting.

* * * * *

It was moved by Alderman Gallagher, seconded by Alderman Merling,
and carried, that Council move into Committee of the Whole to
consider the following Report, with Alderman Christopherson in the
chair.

* * * * *

(F) PERSONNEL COMMITTEE - NINTH REPORT.

* * * * *

It was moved by Alderman Gallagher and seconded by Alderman Merling.

RESOLVED: that the reoort of the Committee of the Whole on the above
report, be adopted. - CARRIED.

* * * * *

It was moved by Alderman Gallagher and seconded by Alderman Merling.

RESOLVED: that the following Bill be now read a first time.

F-2 - CARRIED.

* * * * *

05/19/87

It was moved by Alderman Gallagher, seconded by Alderman Merling, and carried, that Council move into Committee of the Whole (second reading) to consider the following Bill, with Alderman Christopherson in the chair.

F-2 - CARRIED.

* * * * *

Consideration of the Bill (second reading).

* * * * *

It was moved by Alderman Gallagher and seconded by Alderman Merling.

RESOLVED: that the report of the Committee of the Whole (second reading) on the Bill be adopted. - CARRIED.

* * * * *

It was moved by Alderman Gallagher and seconded by Alderman Merling.

RESOLVED: that the following Bill be now read a third time.

F-2 - CARRIED.

* * * * *

City Council adjourned at

* * * * *

REPORT OF THE PERSONNEL COMMITTEE

To the Council of The Corporation of the City of Hamilton.

Members of Council:

The Personnel Committee presents its **NINTH** Report for 1987 and respectfully recommends:

1. (a) That the Salary Schedule for Non Union Personnel shall be adjusted by 4.5% effective January 1, 1987 and a further 4.0% effective January 1, 1988 and that all individual salaries be adjusted accordingly.
 - (i) That the following benefit adjustments be effective January 1, 1987.
 - (a) Four weeks vacation in the ninth year of service.
 - (b) Vision care plan amendment to \$100.00 every two years.
 - (c) Dental plan amendment to include fixed and removable prosthodontics and major restorative on the basis of a 50% co-insurance with a 12 month consecutive maximum amount payable of \$500.00.
 - (d) That the continuation of benefits for OMERS retirees be extended to cover employees retiring between the ages of 55 and 65 with ten continuous years of service.
 - (e) Amend meal allowance from \$5.00 to \$5.50.
 - (f) Amend mileage paid to the rate paid by the Central Garage of the City of Hamilton.
 - (g) Amend the business insurance coverage from \$50.00 to \$100.00.
 - (b) That the following benefit adjustments be made effective January 1, 1988.
 - (i) Five weeks vacation in the 17th year of service.
Five weeks + 1 day vacation in the 20th year of service.
Five weeks + 2 days vacation in the 21st year of service.
Five weeks + 3 days vacation in the 22nd year of service.
Five weeks + 4 days vacation in the 23rd year of service.
Six weeks vacation in the 25th year of service.
 - (ii) Dental plan amendment to raise the \$500. maximum to \$1 000.
 - (iii) Dental plan amendment to provide orthodontic coverage for dependent children (to the age of 18) on the basis of a 50% co-insurance with a lifetime maximum of \$1000.
 - (iv) Amend the business coverage from \$100. to \$150.
2. Approval of the rates effective January 1, 1987 for the Hand Association of Sewer, Watermain and Road Contractors and Labourers' International Union of North America, Local 837, Hamilton as attached hereto as Schedule "A".

05/19/87

3. Approval of the rates effective January 1, 1987 for the Ontario Sheet Metal and Air Handling Group and Sheet Metal Workers' International Association, Local Union 537 attached hereto as Schedule "B".
4. Approval of the rates effective January 1, 1987 for the Hand Association of Sewer, Watermain and Road Construction and the International Union of Operating Engineers, Local 793 attached hereto as Schedule "C".
5. Approval of Appointments and Terminations in permanent and temporary service with The Corporation of the City of Hamilton to 1987 May 11, as set out on the list attached hereto as Schedule "D".
6. That leave be granted to introduce the following Bill:
 - (a) Bill F-2 - By-law to Confirm Proceedings of the Council of The Corporation of the City of Hamilton.

Respectfully submitted,

ALDERMAN M. KISS, CHAIRPERSON,
PERSONNEL COMMITTEE.

E. A. Simpson, Secretary,
1987 May 19
/dg

The Hand Association of Sewer, Watermain & Road Contractors and the Labourer's International Union of North America, Local 837, Hamilton

Passed by City Council - June 25, 1985

Duration of Agreement - January 1, 1985 to December 31, 1986

Schedule "A"

The rates of wages and classifications for employees engaged in sewer and watermain, road building, paving and parking lot construction and all work incidental thereto, covered by this Agreement during the regular day shift shall be the following:

<u>Classification</u>	<u>Jan. 1/87</u>	<u>Jan. 1/88</u>
Labourers, including Wire Mesh and Pump Man 3" Disc & Under	\$14.50	\$15.35
Skilled Labourers including but limited to Concrete Screedmen, Puddlers and Floatmen Etc.	\$14.65	\$15.50
Concrete Mixer Under 1 Cubic Yard	\$14.65	\$15.50
Dinky Motor Man, Scootcrete Driver Ramax, Tramper O.P. remote controlled or otherwise	\$14.65	\$15.50
Crawler Type Drillman, Powderman	\$16.85	\$17.70
Rodman Reinforcing Installers	\$15.00	\$15.85
Asphalt Rakers (Also to receive one (1) pair of boots free of charge)	\$15.50	\$16.35
Catch Basin Constructors	\$15.25	\$16.10
Pipelayers (All Types & Materials)	\$15.50	\$16.35
Form Setters & Cement Finisher	\$15.50	\$16.35
Man Hole Valve Chamber Constructors	\$15.60	\$16.45
Curb Setters, Gutter, Brick Setters, Interlock and Stone Paving	\$15.00	\$15.85
Working Foreman	\$16.25	\$17.10

05/19/87

The Hand Association of Sewer, Watermain & Road Contractors and the Labourer's International Union of North America, Local 837, Hamilton

Watchman Six Shifts Per Week,	\$500.00	\$530.00
Ten (10) hours per shift	per wk.	per wk.

Flagmen	\$11.20	\$12.20
---------	---------	---------

Welfare Fund: \$1.50 (One Dollar and Fifty Cents) per hour over the above rates effective January 1, 1987

Training & Building Fund: \$.55 (Fifty Five Cents) per hour over the above rates

Pension Fund: \$.80 (Eighty Cents) per hour over the above rates

05/19/87

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SCHEDULE "A 1"

This Schedule shall be effective in Area 5 as described by Ontario Labour Relations Board, LESS the Townships of North and South Grimsby in the County of Lincoln and Nanticoke Industrial Park including Stelco and Texaco Properties in the county of Halimand. The rates of Wages and Classifications for employees engaged in sewer and watermain road building, paving and parking lot construction regular day shift shall be the following:

<u>CLASSIFICATION</u>	<u>Jan. 1, 1987</u>	<u>Jan. 1, 1988</u>
Labourers, including Wire Mesh and Pump Man 3" Disc and Under	13.15	13.65
Skilled Labourers including but not limited to concrete Screedmen, Puddlers, and Floatmen Etc.	13.30	13.80
Concrete Mixer under 1 Cubic Yard	13.30	13.80
Dinky Motor Man, Scootcrete Driver	13.30	13.80
Rammax, Trumper O.P. Remote Controlled or otherwise.	13.30	13.80
Crawler Type Drillman, Powderman	14.65	15.15
Rodman Reinforcing Installers	13.65	14.15
Asphalt Rakers (1 pair boots per year)	13.90	14.65
Catch Basin Constructors	13.90	14.40
Pipelayers (All types & Materials)	13.90	14.65
Form Setters, Cement Finishers	13.90	14.65
Man Hole Valve Chamber Constructors	14.00	14.75
Gutter Brick Setters, Curb Setter	13.65	14.15
Working Foreman	14.90	15.40
Watheman Six Shifts per week, Ten (10) hours per shift.	410.00	450.00
Flagmen	10.20	11.20

The Hand Association of Sewer, Watermain & Road Contractors and the Labourer's International Union of North America, Local 837, Hamilton

Schedule "B"

The rates of wages and classification for employees engaged in Bridge Building, including pedestrian bridges, underpasses and overpasses. Retaining walls and abutments associated with bridges, underpasses and overpasses. - All structures in connection with dams, docks, wharves and breakwaters. - Precast rip-rap installations and all slopes retaining work directly associated with bridge construction. -Structural work on reservoirs. - Pile driving caisson and underpinning. -Structures on transit systems (Heavy rail or light rail) and on expressways. Structures involved in river channelization and flood control projects, except structural work traditionally carried out by the roads or sewers industry. - Box culverts. - Field precast manufacturing operations. - Erection, installation and finishing of precast concrete products directly associated with heavy Engineering construction, covered by this Agreement during the regular day shift work hours, shall be the following:

<u>Classification</u>	<u>Jan. 1/87</u>	<u>Jan. 1/88</u>
Labourers, including Carpenters Helpers, Form Strippers (All Types) including the complete stripping of materials to be reused (Wood or otherwise).	\$15.00	\$16.00
Scaffold Erectors (All Types), and Dismantlers	\$15.00	\$16.00
Fence Erectors (Chain Link, Guard Rail Etc.)	\$15.00	\$16.00
Pumpman 3" Disc. and Under	\$15.00	\$16.00
Rammax - Trumper O.P. Remote Controlled or otherwise	\$15.15	\$16.15
Skilled Labourers, Including but not limited to Concrete Smoothers, Patchers, Puddlers and Floatmen	\$15.15	\$16.15
Operators of all machine driven tools by gas, electricity and air in open cut work	\$15.15	\$16.15
Powderman & Crawler Type Driller	\$17.00	\$18.00
Crane Signalman	\$15.15	\$16.15
Sheeting & Shoring and Timberman	\$15.15	\$16.15
Form Setters	\$16.00	\$17.00
Rodman	\$15.75	\$16.75

The Hand Association of Sewer, Watermain & Road Contractors and the Labourer's International Union of North America, Local 837, Hamilton

Concrete Finishers	\$15.80	\$16.80
Piling Driving (All Types and all Operations Related thereto)	\$15.25	\$16.25
Working Foremen	\$16.75	\$17.75
Watchmen Six Shifts per week, Ten (10) hours per shift	\$500.00 per wk.	\$530.00 per wk.
Flagmen	\$11.20	\$12.20

Welfare Fund: \$1.50 (One Dollar and Fifty Cents) per hour over the above rates effective January 1, 1987

Training & Building Fund: \$.55 (Fifty Five Cents) per hour over the above rates

Pension Fund: \$.80 (Eighty Cents) per hour over the above rates

SCHEDULE "B 1"

This schedule shall be effective in Area 5 as described by Ontario Labour Relation Board, LESS The Nanticoke Industrial Park including Stelco and Texaco Properties in the County of Haldimand. The Rates of Wages and Classifications for employees engaged in Bridge Building, including pedestrain associated with bridges, underpasses and overpasses. - retaining walls and abutments associated with bridges, underpasses and overpasses. - All structures in connection with dams, docks, wharves and breakwaters - Precast rip-rap construction. - Structural work on reservoirs. - Pile driving caisson and underpinning. Structures on transit systems (Heavy rail or light rail) and on expressways. - Structures involved in river channelization and flood control projects, except structural work traditionally carried out by the roads or sewers industry. - Box Culverts. - Field precast manufacturing operations. - Erection, installation and finishing of precast concrete products directly associated with heavy Engineering construction, covered by this agreement during the regular day shift work hours shall be the following:

<u>CLASSIFICATION</u>	<u>Jan. 1, 1987</u>	<u>Jan. 1, 1988</u>
Labourers, including Carpenters Helpers, Form Strippers (All Types) including the Complete stripping of materials to be reused (Wood or Otherwise).	13.80	14.85
Scaffold Erectors (All Types), and Dismantlers.	13.80	14.85
Fence Erectors (Chain Link, Guard Rail Etc)	13.80	14.85
Pumpman 3" Disc. and Under	13.80	14.85
Rammax - Trumper O.P. Remote Controlled or otherwise	13.95	15.00
Skilled Labourers, incl. but not limited to Concrete Smoothers, Patchers, Puddlers and Floatmen	13.95	15.00
Operators of all machine driven tools by gas, electricity and air in open cut work.	13.95	15.00
Powderman	15.30	16.35
Crawler Type Driller	15.30	16.35
Crane Signalman	13.95	15.00
Sheeting & Shoring and Timberman	13.95	15.00
Form Setters	15.20	16.25

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SCHEDULE "B 1" cont'd

Rodman	14.30	15.35
Concrete Finishers	14.70	15.75
Piling Driving (All Types and all Operations Related thereto)	14.15	15.20
Working Foremen	15.55	16.60
Watchman Six Shifts per Week, (Ten) 10 hours per shift	440.00 pr.wk.	490.00 pr.wk.
Flagmen	10.05	11.10

The Hand Association of Sewer, Watermain & Road Contractors and the Labourer's International Union of North America, Local 837, Hamilton

Schedule "C"

The rates of wages and classifications for employees engaged in mining and tunnelling operations, covered by this Agreement during the regular day shift work hours, shall be the following:

<u>Classification</u>	<u>Jan. 1, 1987</u>	<u>Jan. 1, 1988</u>
Labourers	\$15.35	\$16.35
Underground Labourers	\$15.65	\$16.65
Reinforced Concrete Workers	\$15.65	\$16.65
Smoothers, Puddlers, Screedman, Floatmen, Form Setters, Pipelayers (All types & Materials)	\$15.65	\$16.65
Concrete Leader	\$15.90	\$16.90
Concrete Mixer Man (1 Cubic Yard & Under)	\$15.65	\$16.65
Pumpman (3" Disc. & Under)	\$15.35	\$16.35
Scotcrete, Farmtractor & Locomotive Drivers	\$15.65	\$16.65
Pit Bottom Man, Deck Man & Signal Man	\$15.35	\$16.35
Pile Driving all types & all operations related thereto	\$16.00	\$17.00
Muckers and Miners Helpers Conveyor Belt Attendant	\$15.65	\$16.65
Miners, Drillers, Mucking Machine and Slusher	\$16.15	\$17.15
Shield Drivers & Mole Drivers	\$16.40	\$16.40
Lead Miner	\$16.40	\$17.40
Powderman	\$16.45	\$17.45
Fence Erectors	\$16.35	\$17.35
Grout Machine Man and Welder	\$16.15	\$17.15
Diamond Driller, Drill Docker & Steel Sharpener	\$16.15	\$17.15
Scooptran Driver, Cage Tender and Trackman	\$15.65	\$16.65

The Hand Association of Sewer, Watermain & Road Contractors and the Labourer's International Union of North America, Local 837, Hamilton

Pressweld and Concrete Pumpman	\$15.65	\$16.65
Working Foreman	\$15.95	\$16.95
Watchman and Dryman	\$14.55	\$15.55

PREMIUM RATES AND COMPRESSED AIR

The following Sliding scale of premium rates apply to workers in compressed air. The rates are non-cumulative

<u>AIR PRESSURE</u>	<u>PREMIUM PER SHIFT</u>	
1 lb. to 14 lbs.	9.90	10.90
15 lbs. to 20 lbs.	11.70	12.70

Welfare Fund: \$1.50 (One Dollar and Fifty Cents) per hour over the above rates effective January 1, 1987

Training & Building Fund: \$.55 (fifty five Cents) per hour over the above rates

Pension Fund: \$.80 (Eighty Cents) per hour over the above rates

Ontario Sheet Metal and Air Handling Group and Sheet Metal Workers International
Association, Local Union 537

APPENDIX "A"
SHEETING & DECKING

Area 3 Hamilton-Brantford Section
Local Union No. 537

WAGE RATES

Classification	Effective Date	Hourly Rate	Vac Pay	Total Employer Contr.	Total Package
Sheeter/Decker	May 1/86	\$18.57	10%	\$2.30	\$22.73
	June 26/86	\$19.48	10%	\$2.30	\$23.73
	May 1/87	\$20.27	10%	\$2.30	\$24.60

Foreman Premium - \$1.00 per hour

Sheeter/Decker Assistant	May 1/86	\$17.31	10%	\$2.30	\$21.34
	June 26/86	\$18.15	10%	\$2.30	\$22.27
	May 1/87	\$18.89	10%	\$2.30	\$23.08
Material Handler	May 1/86	\$15.41	10%	\$2.30	\$19.25
	June 26/86	\$16.16	10%	\$2.30	\$20.08
	May 1/87	\$16.82	10%	\$2.30	\$20.80
Probationary Employee	May 1/86	\$ 8.64	10%	\$2.30	\$11.80
	June 26/86	\$ 9.06	10%	\$2.30	\$12.27
	May 1/87	\$ 9.43	10%	\$2.30	\$12.67

SHIFT WORK and
IRREGULAR HOURS
Premiums:

Refer to relevant Local Appendix

Overtime Pay:	x2	Free Zone:	15 miles
	x1 1/2 Maintenance Work	Travel	Zone Miles
		Allowance	2 15-20 \$ 7.51
Work Week:	40 hours	per day:	3 20-25 8.66
			4 25-30 10.68
			5 30-50 15.50
Show-up Time:	3 hours	Board Allowance	
	2 hours inclement weather	per day worked:	May 1/86 \$31.40
Lay-Off:	2 hour notice		May 1/87 34.40
Union Dues		Mileage per mile:	\$.35
Deduction:	—		

Notes:

1. Employer contributions include Welfare, Pension, Special Dues Fund and Industry Fund.
2. Employer contributions include Special Dues Fund of \$.16 which is taxable. For details please refer to Local Association.
3. Deduction to be made from employee's wages, after taxes, and to be remitted together with employer contributions:

\$.05 for Ontario Sheet Metal Workers' Conference Promotion Trust Fund.

Agreement between the Hand Association of Sewer, Watermain and Road Construc-
tion and the International Union of Operating Engineers, Local 793

05/19/87

SCHEDULE "A"

THIS SCHEDULE APPLIES TO ROAD WORK

When a project is mixed or of combination nature involving sewer and/or watermain and road work, the line of demarcation between the two facets of work, sewer and/or watermain and road building will be determined by the following formula:-

Excavating for pipe, pipe laying, backfilling of pipe excavation and compaction to subgrade shall be governed by Schedule "B".

Duration of Agreement - May 1, 1986 to June 30, 1988

1. Shovels, backhoes, draglines, gradalls, clams (on site), Grader "A", Fine Grade Bulldozer.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.27	1.73	.60	1.05	\$20.65
May 1, 1987	\$18.08	1.81	.65	1.10	\$21.64

2. Clams (yard operation), Mechanics, Welders.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.02	1.70	.60	1.05	\$20.37
May 1, 1987	\$17.83	1.78	.65	1.10	\$21.36

3. Pitman (Hydra-Lift Truck-Mounted Hydraulic Crane) Operator.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$16.82	1.68	.60	1.05	\$20.15
May 1, 1987	\$17.63	1.76	.65	1.10	\$21.14

4. Bulldozer Operators, front-end loader operators, Scrapers - self-propelled.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$16.67	1.67	.60	1.05	\$19.99
May 1, 1987	\$17.48	1.75	.65	1.10	\$20.98

5. Mixer Man on Asphalt Plant.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$16.62	1.66	.60	1.05	\$19.93
May 1, 1987	\$17.43	1.74	.65	1.10	\$20.92

6. Concrete Paver Operators (over 1 cu. yd.), Asphalt Planer Operators.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$16.57	1.66	.60	1.05	\$19.88
May 1, 1987	\$17.38	1.74	.65	1.10	\$20.87

7. Engineers on boilers (with papers).

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$16.55	1.66	.60	1.05	\$19.86
May 1, 1987	\$17.36	1.74	.65	1.10	\$20.85

8. Farm and Industrial Type Tractor Operators with excavating attachments, Grader operator "B", Asphalt Rollermen, Concrete Paver Operators (up to and including 1 cu. yd.), Concrete Curb Machine Operator, Asphalt Spreader Operators (self-propelled).

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$16.42	1.64	.60	1.05	\$19.71
May 1, 1987	\$17.23	1.72	.65	1.10	\$20.70

9. Boiler Fireman - without papers, Burnermen on Asphalt Plant.

May 1, 1986	\$16.37	1.64	.60	1.05	\$19.66
May 1, 1987	\$17.18	1.74	.65	1.10	\$20.65

10. Roller Operator (Asphalt) 'B'.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$16.07	1.61	.60	1.05	\$19.33
May 1, 1987	\$16.88	1.69	.65	1.10	\$20.32

11. Farm and Industrial Type Tractor (towing compaction units), Grade Rollermen, including self-propelled rubber-tired rollers.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$15.82	1.58	.60	1.05	\$19.05
May 1, 1987	\$16.63	1.66	.65	1.10	\$20.04

SCHEDULE "B"

THIS SCHEDULE APPLIES TO "OPEN-CUT" WORK
FOR SEWER AND WATERMAIN CONSTRUCTION

"Open-cut" work for sewer and watermain is defined as all sewer and watermain work outside the property line, of all Industrial, Commercial and Institutional Construction. This shall include sewer and watermain work on residential subdivision work but shall not include site preparation if tendered as a separate contract.

1. Engineers operating cranes, clams, shovels, backhoes, derricks, piledrivers, gradalls, mobile cranes, caisson boring machines 25 HP and over, side booms and similar equipment.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.96	1.80	.60	1.05	\$21.41
May 1, 1987	\$18.71	1.87	.65	1.10	\$22.33

- 1a. Grader 'A', Fine Grade Bulldozer operators.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.71	1.77	.60	1.05	\$21.13
May 1, 1987	\$18.46	1.85	.65	1.10	\$22.06

2. Heavy Duty Field Mechanics and Equipment Repair Welders

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.46	1.75	.60	1.05	\$20.86
May 1, 1987	\$18.21	1.82	.65	1.10	\$21.78

3. Operators of Pitman Type Crane (Hydra-Lift Truck-Mounted Hydraulic).

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.41	1.74	.60	1.05	\$20.80
May 1, 1987	\$18.16	1.82	.65	1.10	\$21.73

4. Operators of bulldozers, tractors, scrapers, emcos, graders, overhead loaders or similar equipment, farm and industrial tractors with excavating attachments, trenching machines, caisson boring machines under 25 H.P.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.36	1.74	.60	1.05	\$20.75
May 1, 1987	\$18.11	1.81	.65	1.10	\$21.67

SCHEDULE "C"THIS SCHEDULE APPLIES TO "TUNNEL WORK"

A schedule applying to Tunnel Work, which is to be interpreted to mean a project called as a Tunnel and does not include Tunnel Work which is incidental to Open Cut Work, for Sewer and Watermain Construction.

1. Engineers operating all hoists hoisting materials out of shafts, tuggers, and derricks with lifting capacity of 2,000 pounds, compressor house set-up man.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.93	1.79	.60	1.05	\$21.37
May 1, 1987	\$18.68	1.87	.65	1.10	\$22.30

2. Heavy Duty Field Mechanics

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.68	1.77	.60	1.05	\$21.10
May 1, 1987	\$18.43	1.87	.65	1.10	\$22.02

3. Engineers operating Shaft hoist, tuggers and derricks, 2,000 pounds or less, compressor operators 500 CFM or over.

	<u>Wages</u>	<u>Vacation Pay</u>	<u>Benefit Plan</u>	<u>Pension Plan</u>	<u>Total</u>
May 1, 1986	\$17.58	1.76	.60	1.05	\$20.99
May 1, 1987	\$18.33	1.83	.65	1.10	\$21.91

PREMIUM RATES IN COMPRESSED AIR

<u>Air Pressure</u>	<u>Premium Per Shift</u>
1 to 14 lbs.	\$14.00
15 to 20 lbs.	\$17.50
21 lbs.	\$21.50
over 21 lbs.	\$1.00 per lb. over and above the rate for 21 lbs.

Schedule "D" as referred to in
Section 5 of the NINTH Report of
the Personnel Committee.

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Mr. Ken Edgar	By-Law Enforcement Constable	Traffic	additional staff as approved	B-5	\$418.91 per week	87/05/04
Ms. Virginia Fleming	Microfilm Technician II	Building	replacing Ms. Nancy Daines - promoted	E-1	\$310.22 per week	87/05/11
Mr. Frank Garofalo	Traffic Serviceman II	Traffic	replacing Ms. Darlene Henwood - promoted	A-3	\$362.80 per week	87/05/04
Mr. Lawrence Taggart	Equipment Repairman Helper	Culture and Recreation	additional staff as approved	D-7	\$11.287 per hour	87/04/20

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05/19/87

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM PERMANENT POSITIONS

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>DEPARTMENT</u>	<u>REASON</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE DATE</u>
Mr. Joseph Stark	Supervisor of Cashiers	Parking Authority	retired	23 years & 1 month	87/04/30

05/19/87

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO TEMPORARY POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Ms. Nancy Hermiston	Lifeguard I (temporary)	Culture and Recreation	replacing Mr. Paul Traicoff - promoted	CH-5	\$342.32 per week	87/04/27

05/19/87

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THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM TEMPORARY POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON	LENGTH OF SERVICE	EFFECTIVE DATE
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NO TERMINATIONS FROM TEMPORARY POSITIONS AT THIS TIME

Prepared 1987 May 11

05/26/87

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1987

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, MAY 26, 1987
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Copps,
Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling,
Murray, Ross.

Major James Reid, Salvation Army, led the Council in prayer.

His Worship Mayor Robert M. Morrow called the meeting to order.

His Worship Mayor Robert M. Morrow presented a civic gold ring to Miss Donna Salem for achieving the title of Miss Junior Canada at the Canadian Bodybuilding Championships held recently in Ottawa, Ontario.

His Worship Mayor Robert M. Morrow read a proclamation proclaiming June 20-27, 1987, "LANCASTER BOMBER WEEK".

His Worship Mayor Robert M. Morrow read a proclamation proclaiming May 22-31, 1987, "FIT WEEK".

The minutes of the meeting of May 12, 1987 and the special meeting of May 19, 1987, were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Application from Bym Construction Limited & BERGAMOT Development Limited, 1030 Upper James Street, Suite 206, Hamilton, Ontario, for a change in zoning, properties located at 985 Upper Ottawa Street and 5 Carson Street, dated May 15, 1987.
2. Application from Ritlyn Investments Limited, 136 Wilson Street, Hamilton, Ontario, for a further modification to the District regulations for property located at 234 Queen Street South, dated May 19, 1987.
3. Application from Mr. Peter Mercanti, 447 Concession Street, Hamilton, Ontario, for a modification to the District regulations for property located at Lots 8 & 9, Regional Plan No. M-346, North side of Bigwin Road, dated May 21, 1987.
4. Application from 543003 Ontario Limited, c.o Mr. Tony Perri, 18 Indigo Place, Ancaster, Ontario, for a further modification to the District regulations for property located at 1088 Main Street West, dated May 22, 1987.
5. Application from Parkdale Hotel (Hamilton) Ltd., 126 Queenston Road, Hamilton, Ontario, for a further modification to the District regulations for property at 126 Queenston Road, dated May 22, 1987.

It was moved by Alderman Hinkley and seconded by Alderman Collins.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council to consider a resolution regarding the Jimmy Lomax Family. -

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 17.

NAYS: 0. - CARRIED.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman Murray.

RESOLVED: that the City of Hamilton contribute One Thousand Dollars (\$1,000.00) to the Lomax family to assist in the funeral expenses recently incurred due to the death of their son, Ryan Lomax. -

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 17.

NAYS: 0. - CARRIED.

* * * * *

It was moved by Alderman Collins, seconded by Alderman Smith, and carried, that Council move into Committee of the Whole to consider the following Reports, with Alderman Wheeler in the chair.

* * * * *

(A) EXECUTIVE COMMITTEE - TWELFTH REPORT.

It was moved by Alderman Valeriano and seconded by Alderman McCulloch.

RESOLVED: that Section 1 be amended by adding the following as Subsection (c):

"(c) That the Attorney General of Ontario be requested to investigate the statements set out in a pamphlet published by The Ontario Freedom Party entitled "Warning! B.I.A.'s are Hazardous to Your Economic Health and Independence." - CARRIED.

* * * * *

05/26/87

- 1181 -

It was moved by Alderman Christopherson and seconded by Alderman Agro.

RESOLVED: that Section 2 be amended by adding the following:

"That the Executive Committee be requested to negotiate an Agreement with Cadillac Fairview Corporation on the financial arrangements with respect to the reinforced footings of the City's York Boulevard Parkade in the event the City proceeds with the construction of two additional levels. -

YEAS: Aldermen Cooke, Kiss, Agro, McCulloch, Copps, Christopherson, Wheeler. - 7.

NAYS: Mayor Morrow; Aldermen Valeriano, Hinkley, Collins, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 10. LOST.

* * * * *

Recorded vote on Section 2.

YEAS: Mayor Morrow; Aldermen Cooke, McCulloch, Valeriano, Hinkley, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 14.

NAYS: Aldermen Kiss, Agro, Copps. - 3. CARRIED.

* * * * *

It was moved by Mayor Morrow and seconded by Alderman McCulloch.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting increased costs for the Aldermen's offices. - CARRIED.

* * * * *

It was moved by Mayor Morrow and seconded by Alderman McCulloch.

RESOLVED: that the following be added as Section 5:

"5. (a) That the appropriation for the construction of the Aldermen's Offices be increased by \$28,200.00, from \$674,715.41 to \$702,915.41, to cover the cost of eight complete work stations, together with chairs, for the secretarial staff employed in the Aldermen's Offices; carpet casters for each Alderman's chair; coat racks for each office; five storage cabinets; three book cases, and miscellaneous office supplies and equipment required to complete furnishing the Aldermen's Offices.

(b) The increased cost is to be financed
as follows:-

\$8,000.00 from the Capital Budget -
Project No. 37304 - City Hall Computer
Work Station Furniture;

\$20,200.00 from the Reserve for Capital
Projects - Account No. 0280-27. - CARRIED.

* * * * *

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - NINTH REPORT.

Recorded vote on Section 1.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch,
Valeriano, Hinkley, Christopherson, Wheeler, Smith,
Cowell, Gallagher, Merling, Murray, Ross. - 15.

NAYS: Aldermen Copps, Collins. - 2. - CARRIED.

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(C) PARKS AND RECREATION COMMITTEE - TENTH REPORT.

It was moved by Alderman Merling and seconded by Alderman
Gallagher.

RESOLVED: that Section 5 be amended by adding the following
as Subsection (vi):

"(vi) That an area within Inch Park be designated,
during the Annual Greek Fest, August 14, 15
and 16, 1987, to accommodate the parking of
approximately 100 automobiles and, further,
that the parking of the automobiles be
controlled. - CARRIED.

* * * * *

The recommendation of the Executive Committee on Section 8
was carried.

* * * * *

PARKS AND RECREATION COMMITTEE - FIFTH REPORT.

It was moved by Alderman Murray and seconded by Alderman
Merling.

RESOLVED: that Section 5, which was adopted by City Council
at its meeting held Tuesday, March 10, 1987,
reading as follows:

- "5. That the following terms and conditions be approved and included in a contract between the City and the Lions Club of Hamilton-East for the purpose of operating an authentic rodeo at Ivor Wynne Stadium:
- (a) The contract will be between the City and the Lions Club of Hamilton-East.
 - (b) The stadium will be provided on 1987 June 26, 27, 28, 29 in order to operate two shows, one on Saturday, 1987 June 27 at approximately 2:00 to 5:00 p.m. and one on Sunday, 1987 June 28 at approximately 2:00 to 5:00 p.m.
 - (c) That the Lions Club provide the City with proof of \$10,000.00 Public Liability and Property Damage Insurance, satisfactory to the City Solicitor and which names the City as additional insured. This insurance is to remain in effect until 1987 October 31 to cover any potential costs incurred as the result of any latent damage caused by this event.
 - (d) That the Lions Club provide the City with irrevocable letter of credit in the amount of \$30,000.00 to offset any immediate costs of repairs of damages caused by the staging of this event in the Stadium.
 - (e) That the Lions Club implement and comply with the terms and conditions as previously submitted by the Hamilton S.P.C.A.
 - (f) That the Lions Club be responsible to pay all costs relative to the operation of the rodeo and including:
 - (i) Tickets - printing, selling and taking at the door
 - (ii) Ushers - crowd-control, security and safety
 - (iii) Any police security as deemed necessary by the Hamilton-Wentworth Regional Police
 - (iv) The acquisition, delivery, installation and removal of soil, plywood, protective plastic or tarpaulin, planking, to protect the artificial turf and any equipment required to operate the event
 - (v) Any costs to clean up the stadium, surrounding area, and streets as a result of the event.
 - (g) The rental rate as follows:
 - (i) \$1,825.00 for each day of the 'set-up'/'take-down' days (1987 June 26 and 29)

- (ii) \$3,650.00 for each of the events/days (1987 June 27 and 28) or 12% of the gross gate receipts, after taxes, whichever is greater.

(h) It is understood and agreed:

- (i) That there is to be no overnight camping in the stadium, and any overnight security required must be approved by the City.
 - (ii) That any animals involved with the event will not be stabled in the stadium over night.
 - (iii) That ticket sales are to be on a pre-sold reserved seat basis in order to avoid early 'lining-up' outside the stadium.
 - (iv) That only sanctioned Ontario Rodeo Association members may enter the ring for/ during the events.
 - (v) That the Lions Club is to respect and comply with the terms and conditions of existing agreements between the City and the Tiger Cat/Maple Leaf Gardens Organization, relative to: advertising, souvenirs, and concessions, and J.C.'s Service Club relative to stadium parking.
- (i) The specific details of the placement and removal of tarpaulins, plywood, polyethylene plastic, and 12" of soil in order to protect the stadium facilities and turf are subject to prior approval of the Director of Public Works. The schedule for trucking of the soil in/out of the stadium is to be submitted to and approved by the Director of Public Works prior to event. Appropriate City staff are to be present during all activities relative to the event and are to specifically oversee the installation and removal of the soil, plywood, etc.
- (j) The scheduling of the event is subject to confirmation of Tiger Cat Football exhibition schedule which would have prior rights in the field for games.
- (k) The audience for this event will be restricted to the 'north stands' only in the stadium.

NOTE: For the information of the members of Council, Mr. Huzar, representing the Lions Club, has been informed of these terms and conditions. A copy of this report is being forwarded to him prior to this meeting.

The Tiger Cat Club has been advised of the dates of this event but is not in a position, as of this date, to confirm the exhibition schedule for June.

Attempts are being made to overcome difficulties relative to the lack of availability of repair staff from Monsanto, following the event, in case damage occurs."

be reconsidered. - CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Merling.

RESOLVED: that Subsection (c) of Section 5 be amended by deleting the figures \$10,000,000." in the first line and substituting in lieu thereof the figures "\$5,000,000.", so that Subsection (c) will now read:

"(c) That the Lions Club provide the City with proof of \$5,000,000. Public Liability and Property Damage Insurance, satisfactory to the City Solicitor and which names the City as additional insured. This insurance is to remain in effect until 1987 October 31 to cover any potential costs incurred as the result of any latent damage caused by this event."

* * * * *

It was moved by Alderman Agro and seconded by Alderman McCulloch.

RESOLVED: that the amendment to Subsection (c) of Section 5 be amended by deleting the figure "\$5,000,000.", where it appears, and substituting in lieu thereof the figure "\$3,000,000.". -

YEAS: Mayor Morrow; Aldermen Agro, McCulloch, Ross. - 4.

NAYS: Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray. - 13. LOST.

* * * * *

Recorded vote on the resolution of Aldermen Murray/Merling to amend Subsection (c) of Section 5:

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Copps, Collins, Smith, Cowell, Merling, Ross. - 11.

NAYS: Aldermen Valeriano, Hinkley, Christopherson, Wheeler, Gallagher, Murray. - 6. CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Merling.

RESOLVED: that Section 5, as amended, be now adopted. - CARRIED.

* * * * *

(D) PLANNING AND DEVELOPMENT COMMITTEE - TENTH REPORT.

It was moved by Alderman Smith and seconded by Alderman Ross.

RESOLVED: that the following be added as Subsection (b) of Section 14:

"(b) All other terms and conditions of the contract to remain the same, and time continue to be of the essence."

* * * * *

It was moved by Alderman Murray and seconded by Alderman Merling.

RESOLVED: that Section 19 be referred back. - CARRIED.

* * * * *

(D) PLANNING AND DEVELOPMENT COMMITTEE - ELEVENTH REPORT.

* * * * *

(G) FINANCE COMMITTEE - NINTH REPORT.

Recorded vote on Section 4.

YEAS: Mayor Morrow; Aldermen Cooke, Agro, McCulloch, Valeriano, Hinkley, Collins, Wheeler, Cowell, Gallagher, Merling, Murray, Ross. - 13.

NAYS: Aldermen Kiss, Copps, Christopherson, Smith. - 4. CARRIED.

* * * * *

Recorded vote on Section 6.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Copps, Christopherson, Wheeler, Smith, Cowell, Ross. - 13.

NAYS: Aldermen Collins, Gallagher, Murray. - 3. CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Merling.

RESOLVED: that Section 7 be amended by increasing the grant to the Hamilton Visually Impaired Golfers Association from \$750.00 to \$1,750.00. - CARRIED.

It was moved by Alderman Ross and seconded by Alderman Murray.

RESOLVED: that Section 7 be amended by increasing the grant to Conqueror II Drum & Bugle Corps from \$7,000.00 to \$10,000.00. The \$3,000.00 increase to be a one-time grant. -

YEAS: Mayor Morrow; Aldermen Kiss, Hinkley, Copps, Christopherson, Collins, Wheeler, Cowell, Gallagher, Merling, Murray, Ross. - 12.

NAYS: Aldermen Cooke, Agro, McCulloch, Valeriano, Smith. - 5 CARRIED.

(H) LICENSING COMMITTEE - FOURTH REPORT.

It was moved by Alderman Collins and seconded by Alderman Valeriano.

RESOLVED: that Section 1 be referred back. - CARRIED.

Recorded vote on Section 2.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, McCulloch, Valeriano, Hinkley, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 16.

NAYS: Alderman Copps. - 1. CARRIED.

It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the Boy Scouts/Girl Guides Parade. - CARRIED.

It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that the following arrangements be approved for the Annual Boy Scouts/Girl Guides Parade to take place on Saturday, 1987 May 30th:

- (a) a reviewing stand to be set up in front of City Hall at approximately 8:00 a.m. to 1:00 p.m.
- (b) 9 chairs to be on the reviewing stand.
- (c) approximately 20 chairs beside the reviewing stand.
- (d) approximately 50 chairs across the street in front of Hamilton Place for the bands use. - CARRIED.

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It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting attendance at a Symposium on "Economic Development" being sponsored by the Association of Municipalities of Ontario. - CARRIED.

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It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that the Chairman of the Legislation Committee, or his designate, be authorized to attend the Symposium on "Economic Development" being sponsored by the Association of Municipalities of Ontario on Friday, 1987 June 12th, in Brockville, Ontario. - CARRIED.

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It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting attendance at the Annual Conference of the Large Urban Section of the Association of Municipalities of Ontario. - CARRIED.

* * * * *

It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that the Chairman of the Legislation Committee, or his designate, be authorized to attend the Annual Conference of the Large Urban Section of the Association of Municipalities of Ontario, being held in Burlington, Ontario on 1987 June 17-19. - CARRIED.

* * * * *

It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that Rule 8 of Procedural By-law 82-303 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting civic awards for the officials of the Hamilton Tiger Cat Football Club. - CARRIED.

* * * * *

It was moved by Alderman Agro and seconded by Alderman Christopherson.

RESOLVED: that the following officials of the Hamilton Tiger Cat Football Club be awarded civic gold rings for their 1986 win of the Grey Cup Football Championship:

Mr. Don Crump	Mr. Mike Faragalli
Mr. Harold Ballard	Mr. Frank North
Mrs. Shirley Friday	Mr. Ray Jones
Mr. Joe Zuger	Mr. Jeff Howe
Mr. Al Bruno	Mr. Randy Fordy
Mr. Mike McCarthy	Mr. Andy Griep
Mr. John Salavantis	Mr. George Wright
Mr. Ted Schmitz	Mr. John Eakins
Mr. Rich Stubler	Mr. Greg Irvine - <u>CARRIED.</u>

* * * * *

It was moved by Alderman Collins and seconded by Alderman Smith.

RESOLVED: that Alderman John Smith be appointed Acting Mayor for the month of June, 1987. - CARRIED.

* * * * *

Alderman Christopherson submitted a verbal report on the status of the efforts underway to upgrade the second level lodging houses.

* * * * *

NOTICE OF MOTION

Alderman Hinkley gave notice that he would move the following Notice of Motion at the next regular meeting of City Council:

"RESOLVED: that the Legislation Committee be directed to discuss the format, proceedings and agenda items of City Council meetings."

* * * * *

It was moved by Alderman Collins and seconded by Alderman Smith.

RESOLVED: that the Report of the Committee of the Whole on the above reports, as amended, and resolutions, be adopted. - CARRIED.

* * * * *

It was moved by Alderman Collins and seconded by Alderman Smith.

RESOLVED: that the following Bills be now read a first time.

A-19, A-20,
C-2, C-3,
D-66, D-67, D-68, D-69, D-70, D-71, D-72, D-73,
D-74, D-75, D-76 - CARRIED.

* * * * *

It was moved by Alderman Collins, seconded by Alderman Smith, and carried, that Council move into Committee of the Whole (second reading) to consider the following Bills, with Alderman Wheeler in the chair.

A-19, A-20,
C-2, C-3,
D-66, D-67, D-68, D-69, D-70, D-71, D-72, D-73,
D-74, D-75, D-76 - CARRIED.

* * * * *

Consideration of the Bills (second reading).

* * * * *

It was moved by Alderman Collins and seconded by Alderman Smith.

RESOLVED: that the report of the Committee of the Whole (second reading) on the Bills be adopted. - CARRIED.

* * * * *

It was moved by Alderman Collins and seconded by Alderman Smith.

RESOLVED: that the following Bills be now read a third time.

A-19, A-20,
C-2, C-3,
D-66, D-67, D-68, D-69, D-70, D-71, D-72, D-73,
D-74, D-75, D-76 - CARRIED.

* * * * *

City Council adjourned at 10.05 P.M.

* * * * *

REPORT OF THE EXECUTIVE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Executive Committee presents its TWELFTH Report for 1987 and respectfully recommends:

1. (a) That the Commercial Improvement Programme be proceeded with at an estimated gross cost of \$2 500 000. as provided for in the 1987 portion of the 1987 - 1991 Capital Budget as Project Number 37004.
- (b) That the City Solicitor be authorized to make application to the Ontario Municipal Board for approval to finance the Commercial Improvement Programme at an estimated cost of \$2 500 000. with no eligible subsidies, by the issuance of debentures for a period not to exceed 15 years recoverable from the mill rate levied on all rateable property and further that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the amount of \$2 500 000. for a term not to exceed 15 years.

NOTE: The Planning and Development Committee approved this project at its meeting held May 13, 1987.

The Commercial Improvement Programme is a five (5) year Strategic Planning and Management Plan for active and future B.I.A.'s in the City of Hamilton. It addresses financial requests from B.I.A.'s involving streetscape, banners, road, sidewalk, lighting, signage and planter-tree improvements. The Capital Budget submission consists of \$500 000. per year for the next five (5) years for a total of \$2.5 million for the Commercial Improvement Programme.

- * (c) That the Attorney General of Ontario be requested to investigate the statements set out in a pamphlet published by the Ontario Freedom Party entitled "Warning! B.I.A.'s are Hazardous to Your Economic Health and Independence".

- **2. (a) That approval be given to the Cadillac Fairview Corporation Limited to reinforce the footings of the City's York Boulevard Parkade presently under construction at York Boulevard and MacNab Street North so as to permit the structure to support two additional levels on the Parkade. The additional capacity allows the flexibility of expanding the Parkade if required as a result of any future expansion of the proposed commercial development.

*Sub-section 1 (c) Added During Council

**Proposed Amendment Lost
Recorded Vote, See Page 1181

This permission is granted to the Cadillac Fairview Corporation Limited on the understanding that the City is not compelled to approve any additional floors to the Parkade at a later date unless the City is totally satisfied from an operational and financial point of view that the proposal is in the best interest of the City and that the opening date of the Parkade will not be delayed as a result of the proposal.

All additional costs occasioned by reinforcement of the footings will be borne by the Cadillac Fairview Corporation Limited. In consideration therefore, the Cadillac Fairview Corporation Limited is granted the exclusive right to make application to the City for construction of the additional two levels to the Parkade, if and when required.

NOTE: The Cadillac Fairview Corporation Limited have approached the City with a request to reinforce the footings of the Parkade.

3. (a) That an amount of \$7 500 be made available to assist the organizers of the 8th Annual Recycling Council of Ontario Conference to be held in Hamilton, October 30 - 31, 1987.
- (b) That this expenditure be charged to Account No. 0370-2063 - "Hosting Conferences with Municipal Subject Content".
4. That leave be granted to introduce the following Bills:
 - (a) Bill A-19: To Amend Procedural By-law 82-203 Respecting Meeting Dates of the Executive Committee.
 - Bill A-20: A By-law to Confirm Proceedings of the Council of the Corporation of the City of Hamilton.
- *5. (a) That the appropriation for the construction of the Aldermen's Offices be increased by \$28 200 from \$674 715.41 to \$702 915.41 to cover the cost of eight complete work stations, together with chairs, for the secretarial staff employed in the Aldermen's Offices, carpet casters for each Alderman's chair, coat racks for each office, five storage cabinets, 3 book cases and miscellaneous office supplies and equipment required to complete furnishing the Aldermen's Offices.
- (b) The increased cost is to be financed as follows:
 - \$8 000. from the Capital Budget - Project No. 37304 - City Hall Computer Work Station Furniture;
 - \$20 00. from the Reserve for Capital Projects - Account No. 0280-27.

Respectfully Submitted

MAYOR R. M. MORROW, CHAIRMAN
EXECUTIVE COMMITTEE

J. J. Schatz, Secretary

*Section 5 Added During Council

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Transport and Environment Committee presents its NINTH Report for 1987 and respectfully recommends:

- *1. That a purchase order be issued to Vertek, Stoney Creek in the amount of \$122 000 including applicable taxes for the supply and installation of an Automated Fuel Dispensing System at various locations in accordance with Request for Proposal issued by the Manager of Purchasing and Vendor's proposal.

NOTE: Lowest total acquisition cost of eight (8) proposals received. Funds have been provided in Automated Fuel System, Capital Budget Account #0408-V62745.

2. That the application of Lawson Hunter, on behalf of the Jamesville B.I.A., requesting permission to temporarily close the east and west curb lanes of James Street, from Murray Street to Barton Street, on Saturday, June 6, 1987, from 6:00 a.m. to 7:00 p.m. be approved, provided:
 - (a) That the applicant provide proof of \$1 000 000 public liability insurance, naming the City as an added insured party with a provision for cross liability, and holds the City harmless from all actions, interest, claims, demands, costs, damages, expenses and loss;
 - (b) That the applicant reimburse the Regional Police, and the Hamilton Street Railway for any extra costs incurred by these agencies;
 - (c) That no property owner or resident within the barricaded area will be denied access to their property upon request;
 - (d) That the applicant receive "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control, will be subject to the direction of the Regional Police Department, and at the expense of the organizing group;
 - (e) That the applicant ensure that clean-up operations will be carried out immediately before the re-opening of the roads, at no cost to the Region or the Area Municipality;

*Recorded Vote, See Page 1182

- (f) That only that portion of the curb lanes where metered parking is allowed will be closed off. All no parking, no stopping, loading zones and bus stop areas shall remain open. South of each intersection, appropriate construction lane closure signing should be erected in accordance with the Regional Municipality of Hamilton-Wentworth and the Corporation of the City of Hamilton Traffic Control Manual;
 - (g) That the application be responsible for bagging the meters and erecting the recommended signing.
3. That the "Canadian Society of Safety Engineering" organization be permitted to display a promotional banner across Main Street West, in front of City Hall, from June 7, 1987 to June 11, 1987, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:
- "CANADIAN OCCUPATIONAL HEALTH AND SAFETY WEEK, JUNE 14-20, 1987"
4. That the application of Jim Lamond and Irene Polhun to temporarily close East 29th Street, between Crockett Street and Queensdale Avenue, on Saturday, June 13, 1987, from 4:30 p.m. to 12:00 p.m., to hold a "Street Dance" be approved, subject to the following conditions:
- (a) That the applicant obtain "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control, will be subject to the direction of the Regional Police Department, and at the expense of the organizing group.
 - (b) Clean-up of the street will be carried out immediately following the event at the expense of the organizing group.
 - (c) The organizing group shall provide public liability insurance in the amount of \$1 000 000 naming the City as an added insured party with a provision for cross liability and shall hold the City of Hamilton harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses, and loss.
 - (d) No resident within the barricaded area will be denied access to their residence, upon request.

- (e) The use of electronic devises, loudspeakers, etc., intended for the production, reproduction or amplification of sound shall not be permitted after 11:00 p.m., pursuant to Noise By-Law No. 79-292.

RESPECTFULLY SUBMITTED,

ALDERMAN H. MERLING, CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

John Thompson
Acting Secretary

1987 May 26

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Parks and Recreation Committee presents its **TENTH** Report for 1987 and respectfully recommends:

1. (a) That a contract be awarded to Dufferin Construction Limited, Oakville in the amount of \$85 507.80 for the supply and delivery of all labour, materials and equipment necessary to construct the parking lot at Brian Timmis Stadium and the Paving Area for the Bleacher sites in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

- (b) That an agreement satisfactory to the City Solicitor be entered into between the City and the successful bidder.

NOTE: Lowest of four (4) tenders received. Funds provided in Brian Timmis Stadium Parking Account #0408-C66365.

2. That a purchase order be issued to Henderson Recreation Equipment Limited, Norwich in the amount of \$11 576.42 including all applicable taxes, for the supply and installation of a Creative Metal Playstructure at Mountain Drive Park in accordance with purchasing specifications and vendor's quotation.

NOTE: Lowest acceptable of five (5) quotations received. Funds provided in Mountain Drive Park Playground Equipment Account #0408-X45451.

3. (a) That the Director of Culture and Recreation and the Manager of Purchasing be directed to negotiate a contract with the Hamilton Junior Chamber of Commerce to operate the parking lot concession at the corner of Cannon Street East and Melrose Avenue, Hamilton.

- (b) That an agreement satisfactory to the City Solicitor be entered into between the City and the Hamilton Junior Chamber of Commerce.

4. (a) That construction of the washrooms in Gage Park as outlined on the attached plan marked as **Appendix "A"** be proceeded with at a cost of \$40 000; \$32 000 from the 5% Park Dedication Fund and \$8 000 from 0364-8619 Special Projects.

- (b) That the plans outlining the layout and details of the washroom and storage facilities as outlined on the attached plan marked as **Appendix "B"** be approved.

5. (a) That approval be given to the Greek-Canadian Church to erect a tent on Inch Park for the purpose of cooking and selling food and to provide an area for entertainment and dancing in conjunction with their annual Greek Fest to be held 1987 August 14, 15 and 16 subject to the following terms and conditions:
- i) That approval be received from the Health and Fire Departments for arrangements for the sale of food and refreshments.
 - ii) That proof of \$1 000 000 Public Liability and Property Damage Insurance, naming the City as additional insured be submitted.
 - iii) That Police Security, satisfactory to the Hamilton-Wentworth Regional Police be provided.
 - iv) That precaution be taken by the organizers to ensure grounds are not damaged and financial restitution be made to the City for any damage that may occur.
 - v) That all City costs over and above the norm, incurred as a result of this event be paid by the applicant.
 - *vi) That an area within Inch Park be designated, during the annual Greek Fest, 1987 August 14, 15 and 16 to accommodate the parking of approximately 100 automobiles and further, that the parking of the automobiles be controlled.
- (b) That City Council endorse an application to the Liquor Licence Board of Ontario for the sale of alcoholic beverages by the Greek-Canadian Church, on Church property only in conjunction with their Fest.
6. That the application by the Hamilton Amateur Radio Club to host the annual World Amateur Radio Emergency Test Field Day in the open area located east of Bernie Arbour Stadium, Saturday, 1987 June 17 and on 1987 June 28 from 9:00 a.m. - 5:00 p.m. be approved subject to the following terms and conditions:
- (a) That the applicant assume all responsibility for actual labour charges incurred as reported by the Parks Division.
 - (b) That the Parks Division approve the location, set-up and dismantling of tents and operating equipment.
 - (c) That there be no open fire in the park.
 - (d) That permission be granted to park vehicles in the Bernie Arbour Stadium parking lot over night.
 - (e) That Public Liability Insurance for property damage and bodily injury, naming the City as additional insured, be provided.

*Sub-section (vi) of Section 5 (a) Added During Council

NOTE:

For the information of the members of City Council, the Hamilton Amateur Radio Club Inc. is a federally recognized organization which provides a public service in the event of emergency situations in Hamilton and across the world. The "field day" emergency exercise enables the Hamilton Amateur Radio Club Members to practice world-wide communications without the need for commercial utilities such as hydro and telephones, etc.

Permission is required under Parks By-Law 77-221.

7. Approval of the action taken by the Director of Culture and Recreation in approving a Fireworks Display sponsored by the Gilkson Community Council on 1987 May 18, at Gilkson Park.
8. (a) That approval be given for the purchase and installation of playground equipment for Fonthill, Lionsgate, Linden Park/Hill Park, Burkholder and Berrisfield Parks at a cost of up to \$5 000 each (total \$25 000) in accordance with the policy approved on 1986 May 13 and amended on 1986 October 20 by City Council.
- (b) That the Executive Committee be requested to recommend the method of financing.

THE EXECUTIVE COMMITTEE RECOMMENDS THAT THE COST OF UP TO \$25 000 FOR THIS PURCHASE AND INSTALLATION BE FINANCED FROM THE "RESERVE FOR ACQUISITION OF LANDS UNDER THE PLANNING ACT",
ACCOUNT NO. 0280-11 CARRIED.

9. That permission be granted to employees of the Workers' Compensation Board to sell hamburgs, hotdogs, and beer, during the occasion of their Slow Pitch Tournament scheduled for Globe Park on 1987 June 13 under terms and conditions which include the following:
 - (a) That proof of \$1 million dollars public liability insurance, naming the City as insured be obtained by the applicant.
 - (b) That proof of necessary approvals from the Health Department, L.L.B.O., and Fire Department be submitted prior to the event.
 - (c) That a vendor's permit be obtained.
 - (d) That the applicant assume responsibility for all extra labour charges incurred by City staff as a result of this special event.
 - (e) That alcoholic beverages be served in the confined area only, between the hours of 12:00 noon and 6:00 p.m.
 - (f) That the sale of food be restricted to hamburgs and hotdogs, and the Concessionaire be advised of the approval granted.

- (g) That special duty officers as deemed necessary by the Hamilton Wentworth Regional Police be provided at the applicant's expense.
 - (h) That a financial statement reflecting the total sale of alcoholic beverages be submitted within 30 days of the tournament.
10. (a) That the City of Hamilton enter into a lease arrangement with E. K. Tour Boat Service Limited for the use of a portion of the City's five acre Pier 4 Park adjacent to the leander Boat Club, subject to the following:
- (i) That this be a temporary location and subject to change at the discretion of City Council.
 - (ii) That the Lessee be responsible at its own cost for the installation of all hydro and telephone utilities.
 - (iii) That all servicing of the boat, such as maintenance, repair, garbage and sewage disposal be performed elsewhere.
 - (iv) That the Lessee be responsible for any liability and damage as a result of its service.
 - (v) That approval of the Hamilton Harbour Commission for the Lessee's use of their water lot for the floating dock and the use of the parking lot.
 - (vi) That approval of the Hamilton Region Conservation Authority for the method of installation of the gangway leading from the Lessee's floating dock and its connection to the City's Pier 4 Park.
 - (vii) That any additional matters deemed necessary between the authorities involved.
- (b) That the lease term be for a period commencing 1987 July 1 to 1987 November 30, and the rent for 1987 be a flat rate of \$100 plus any realty and business taxes generated by this operation.
 - (c) That the Lessee maintain comprehensive general public liability insurance of \$1 000 000 with respect to injury or death of any person or loss or damage to property of any person arising from the use of the demised premises and to add the City of Hamilton as named insured to the policy.
 - (d) That the City Solicitor be authorized to prepare the necessary lease, subject to the Lessee providing proof of insurance satisfactory to the Solicitor.
 - (e) That the Mayor and City Clerk be authorized to execute a lease agreement.

11. That leave be granted to introduce the following bill:

Bill No. C-2 By-law to Amend By-law No. 77-221 Respecting Prohibiting Animals During Festivals; Prohibiting Tobogganing in Parks.

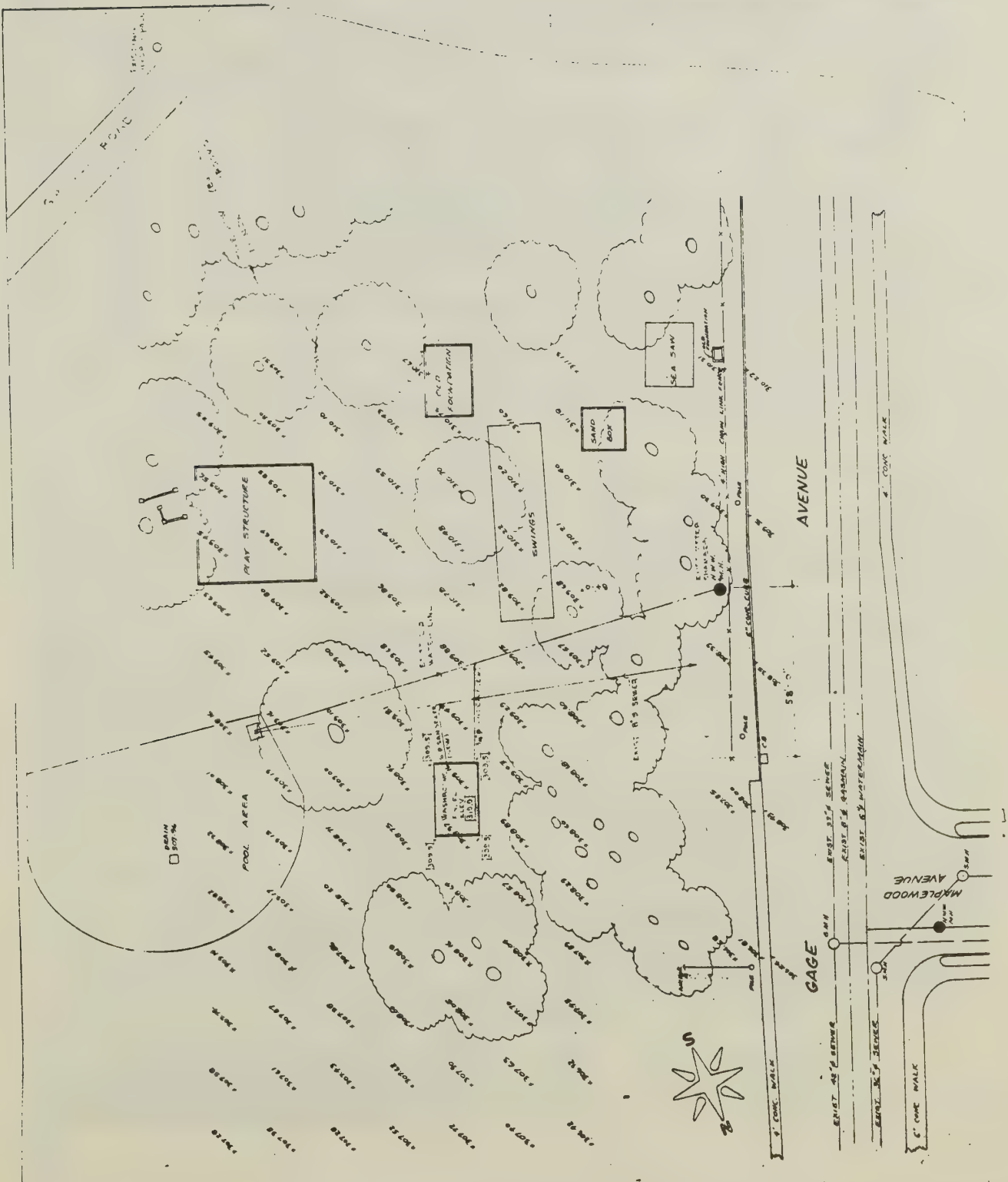
Bill No. C-3 By-law to Amend By-law No. 86-320 Respecting Establishing an Elderly Persons Centre at the Ottawa Street Y.W.C.A.

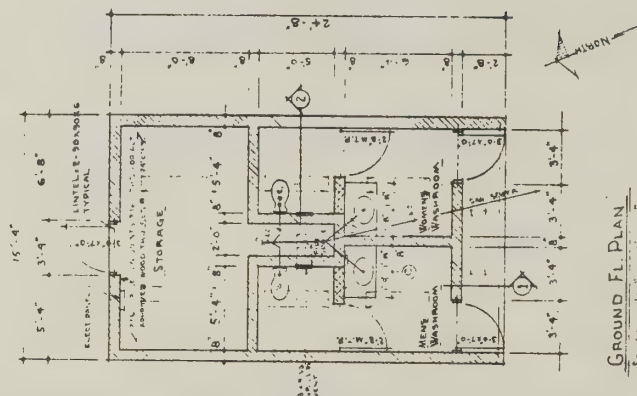
Respectfully submitted,

S. G. Hollowell
Acting Secretary
1987 May 19

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

APPENDIX "A" as referred to in Section 4(a) of the Tenth Report of the Parks and Recreation Committee





GROUND FL. PLAN

SCALE: $1/4" = 1' - 0"$

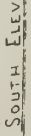
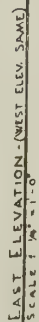
NOTE: MAY 10/67, 44.5 LB
DISC. - 14 ACCORDANCE 4/71
3.7 OF THE 28 C FOR MARK
DEPT. 10/67

DOOR PLAN, ELEVATIONS, SECTIONS & DETAILS

GAGE PARK WASHROOMS

CITY OF HAMILTON
ARCHITECTURAL DEPARTMENT

2



NORTH ELEV.



SECTION: ①
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"

MATERIALS LIST

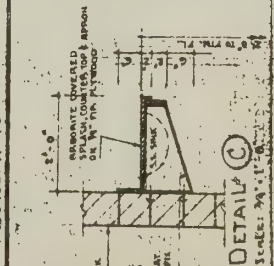
1. TOILETS - 2 PEO. MODEL "3-297" 1/4" FLUSH VALVE
2. VOP. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)
3. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)
4. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)
5. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)
6. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)
7. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)
8. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)
9. 1/2" DIA. 2" DEEP DRAIN DRAIN BLACK SUE (SAR)

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO
2. ALL CONSTRUCTION SHALL CONFORM TO
3. ALL CONSTRUCTION SHALL CONFORM TO
4. ALL CONSTRUCTION SHALL CONFORM TO
5. ALL CONSTRUCTION SHALL CONFORM TO
6. ALL CONSTRUCTION SHALL CONFORM TO
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8. ALL CONSTRUCTION SHALL CONFORM TO
9. ALL CONSTRUCTION SHALL CONFORM TO

DETAIL C

SCALE: 1/4" = 1'-0"



REPORT OF THE PLANNING AND DEVELOPMENT COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Planning and Development Committee presents its **TENTH** Report for 1987 and respectfully recommends:

1. That **APPROVAL** be given to City Initiative 87-D requesting a modification to the "C" (Urban Protected Residential) District provisions to prohibit the conversion of single family dwellings to two family dwellings for the properties at Nos. 112, 115, 117, 121, 124, 125, 128, 129, 131, 132, 141, 144, 151 and 153 St. Clair Avenue shown on the attached map marked as **APPENDIX "A"**, on the following basis:

- (a) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-Law No. 6593, applicable to the subject lands outlined in Appendix "A", be modified to include the following variance as a special requirement.
 - i) That notwithstanding Section 9.(1), Section 9(1)(ii) shall not apply.
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1024, and that subject lands on Zoning District Map E-23 be notated S-1024;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-23;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The effect of this By-law is to provide for a modification to the "C" (Urban Protected Residential, etc.) District for the single-family properties located within the St. Clair Heritage District, as shown on the attached map marked as **APPENDIX "A"**.

2. That **APPROVAL** be given to Zoning Application 87-26, Millen Construction Company Limited, owner, for a change in zoning from "AA" (Agricultural) District and "C" (Urban Protected Residential, etc.) District to "R-4" - "H" (Small Lot Single-Family Detached) Holding District for lands on the south side of Beaverton Drive and east of Acadia Drive as shown on the attached plan marked as **APPENDIX "B"**, on the following basis:
 - (a) That the lands described as Block 1 be rezoned from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) District;

- (b) That the lands described as Block 2 be rezoned from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single-Family Detached) District;
- (c) That the amending By-law apply the holding provisions of Section 35(1) of the Planning Act R.S.O. to the subject lands, by introducing the holding symbol "H" as a suffix to the proposed zoning district. Removal of the holding restriction shall be conditional upon the installation of municipal sewers serving the subject lands and approval of a draft plan of subdivision.
- (d) That the City Solicitor be directed to prepare a By-law to amend Zoning District Map E27C; and,
- (e) That the proposed change in zoning is in conformity with the Official Plan for the City of Hamilton Planning Area.

NOTE: The amending By-law establishes the holding provisions of Section 35(1) of the Planning Act R.S.O. on the subject lands, by introducing the holding symbol "H" as a suffix to the proposed zoning district. The holding provision will prohibit the development of the subject lands until such time as municipal sewers are installed, a draft plan of subdivision is approved by the City and the Region, and an amending By-law is passed by City Council to remove the "H" symbol, and thereby give effect to the "R-4" provisions as stipulated in the amending By-law outlined below as follows:

The purpose of the By-law is to provide for the following changes in zoning for property located on the south side of Beaverton Drive and east of Acadia Drive, as shown on the attached map marked as **APPENDIX "B"**.

Block 1 -Change in zoning from "AA" (Agricultural) District to "R-4" (Small Lot Single-Family Detached) Holding District.

Block 2 -Change in zoning from "C" (Urban Protected Residential, etc.) District to "R-4" (Small Lot Single Family Detached) Holding District.

The effect of the By-law is to permit small lot single family detached development and requires it to be in accordance with a registered plan of subdivision.

3. That **APPROVAL** be given to ZA-87-27, Enrico and Karen Corsini, owners, requesting a modification to the "C" (Urban Protected Residential, etc.) District provisions, to permit a hairdressing salon to be operated by the applicant as a home occupation, for property located at 1019 Fennell Avenue East, as shown on the attached map marked as **APPENDIX "C"** on the following basis:

- (a) That the "C" (Urban Protected Residential, etc.) District regulations as contained in Section 9 of Zoning By-law No. 6593, applicable to the subject lands, be modified to include the following variances as special requirements:
 - i) Notwithstanding paragraphs (f) and (h) of Section 2.(2).H.(iii), hairdressing shall be permitted as a home occupation on the following basis:
 - 1) It is carried on by not more than one hairdresser having a principal and permanent place of residence on the premises; and,
 - 2) There is not more than one comb-out centre and one styling sink.
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1025, and that the subject lands on Zoning District Map E-47 be notated S-1025;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-Law No. 6593 and Zoning District Map E-47; and
- (d) That the proposed change in zoning is in conformity with the Official Plan of the City of Hamilton.

NOTE: The purpose of this By-Law is to permit a hairdressing salon for one hairdresser only to be operated from the residence as a home occupation.

4. That **APPROVAL** be given to Zoning Application 87-35, Vince Tandarich, prospective owner requesting a modification to the "H" (Community Shopping and Commercial, etc.) District provisions, to permit the development of the subject lands for a two-storey 58-unit motel, and accessory restaurant use catering to patrons only, for the property located at No. 649 Main Street West, as shown on the attached map marked as **APPENDIX "D"**, on the following basis:

- (a) That the "H" (Community Shopping and Commercial, etc.) District provisions as contained in Section 14 of Zoning By-law No. 6593, applicable to the subject lands, be modified to include the following variance as a special requirement;
 - i) That notwithstanding Section 14.(1), the following residential uses shall be permitted:
 - 1) hotel, motel or motor hotel.
- (b) That Sections 18A.(36) (2.) shall not apply;
- (c) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1026, and that the subject lands on Zoning District Map W-23 be notated S-1026;
- (d) That the City Solicitor be directed to prepare a By-law to amend zoning By-law No. 6593 and Zoning District Map W-23;
- (e) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of this By-law is to provide for a modification to the "H" (Community Shopping and Commercial, etc.) District provisions, for the property located at No. 649 Main Street West, as shown on the attached map marked as APPENDIX "D".

The effect of the By-law is to permit the development of the subject lands for a two-storey 58-unit motel and accessory restaurant use catering to patrons only.

In addition the By-law requires the following variance:

- o to permit the location to the proposed accessory restaurant use within 30 m of a residential district.
5. (a) That the City of Hamilton waive the requirements of an Environmental Impact Statement for the Residential use of the affected lands included in the proposed plan of subdivision, "Hixon Road", under Regional File No. 25T-86045, in the City of Hamilton, and
- (b) That the Regional Municipality of Hamilton-Wentworth be requested to endorse this waiver.

6. (a) That approval be given for application SA-86-28, F. DeClerico, owner, to establish a draft plan of subdivision at the westerly termination of Hixon Road, south of the T.H.&B. Railway.
 - (i) That this approval apply to the plan prepared by MacKay, MacKay and Peters Limited, dated 1986 November 12, showing 5 lots.
 - (ii) That the road allowance for Hixon Road be dedicated as public highway on the final plan.
 - (iii) That the street be named to the satisfaction of the City of Hamilton and Regional Municipality of Hamilton-Wentworth.
 - (iv) That the proposed subdivision conform with the Zoning By-law approved under The Planning Act.
 - (v) That the owner make a cash payment in lieu of the conveyance of 5% of the land included in the Plan to the City of Hamilton for park purposes.
 - (vi) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.
 - (vii) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot in the final plan.
 - (viii) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
 - (b) That subdivision agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-86-28), F. DeClerico, owners, proposed draft plan of subdivision and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.
7. That the Building Commissioner be authorized to issue demolition permits for the demolition of residential building as follows:
 - i) 10 Dorothy Street
 - ii) 66 Margaret Street
 - iii) 640 Upper James Street

8. (a) That the following Ontario Home Renewal Programme applications be approved:

- i) I. Riley
26 Ronaldshay Avenue
- ii) M. Brown
1092 Fennell Avenue East
- iii) S. Gregorasz
18 Scott Street
- iv) J. Mackie
110 Chestnut Avenue
- v) J. McHugh
375 Tragina Avenue North

- (b) That the Director of Community Development be authorized to process grants/loans in an amount not to exceed \$7 500.

NOTE: The actual amount of grant or loan to be determined by inspection of the property under the Property Standards By-law 74-74 and pursuant to Regulation 506 (R.R.O.1980) under the Housing Protection Act.

9. That a loan increase in the amount of \$5 055 be approved for Mr. Roy Bennett, owner of a Second Level Lodging Home, located at 160 Park Street South. The loan is amortized over a ten-year period at three percent interest and secured by a Lien on Title. The original loan amount was \$29 493. The new loan amount is \$34 548.

NOTE: The Planning and Development Committee, in a report dated 1987 February 2, approved a loan for Mr. Bennett in the amount of \$29 493. Since that time, the Hamilton Fire Department has requested additional work be undertaken at the property. The City's Building Inspector also has uncovered several deficiencies which are eligible for funding under the Programme. The cost of the extra work totals \$5 055 and all estimates have been approved by the City's Building Department.

The Department of Community Development therefore recommends a loan increase to \$34 548 to include all work required under the City's Property Standards By-law and the Fire Department

10. That an "Agreement by Owner to Accept Compensation" between the City of Hamilton and Douglas L. Nash and Brian W. Morison in respect of the expropriation of a portion of Municipal Number 239 York Street being on the south side of York Street between Hess and Queen Streets registered on the 21st day of February 1972 as Instrument No. 238194 A.B, be accepted.

NOTE: The land expropriated comprised a 12 foot strip required for road widening of York Boulevard over a distance of approximately 63 feet. The said lands contained an area of 743 square feet.

Compensation outstanding in the sum of \$7 169.30 will be charged to Account 0280-02.

This Agreement by Owner to Accept Compensation is subject to the parties thereto entering into an accepted Offer to Purchase part of Lots 2 and 3, George Tiffany Survey, dated the 24th day of April, 1987.

11. That an Offer to Purchase an irregular shaped parcel of vacant land located along the southerly limit of York Boulevard, between Hess Street North and Queen Street North, executed by Douglas L. Nash and Brian W. Morison on 1987 May 4 and scheduled for closing on or before 1987 October 29, be accepted and completed.

NOTE: The lands so described contain an area of 15 080 square feet more or less.

The purchase price is \$301 600, the proceeds of which will be credited to Account 0280-02. A certified deposit cheque in the amount of \$30 000 is being held by the City Treasurer pending Council acceptance and closing of the transaction.

The transaction is subject to the following conditions, agreements and covenants:

- (a) Development of the property is subject to "Site Plan Control" and such plans for said development shall be approved by the City prior to closing of this transaction. In the event such plans are not so approved, this transaction shall be null and void and the deposit returned to the Purchaser.
- (b) The Purchase shall commence construction of a "commercial building" comprising 5 000 square feet more or less in accordance with the said Site Plan Control, said construction to be completed within 18 months from the date of closing.

- (c) In the event of failure of the Purchaser to comply as specified under Part (b) of paragraph 13 herein, the Vendor shall be entitled at his option to a reconveyance of the said lands at the price paid herein, without interest, and without compensation for any improvements that might have been made to said lands, free from all encumbrances, less any unpaid taxes at the date of said reconveyance and less the deposit paid herein.
- (d) The Purchaser agrees that he will sign the deed of land to him to give covenants to the effect as specified under Parts (b) and (c) of paragraph 13 herein.
- (e) The Vendor to provide Purchasers with an up-to-date land survey of the subject land showing all boundary distances and total square foot area, 30 days prior to closing.

In the event total square foot area is less than 15 080 square feet, purchase price to be reduced at the rate of \$20 a square foot.

- (f) Upon Acceptance of this Offer, the Purchaser shall be authorized to erect a sign promoting the leasing of commercial space on the premises.

In the event of failure of the Purchaser to complete this transaction by the closing date on or before October 29, 1987, the deposit shall be forfeited to the Vendor as liquidated damages, in addition to any other right or remedy to which the Vendor may be entitled hereunder, unless failure to complete is a result of the City not approving the said plans, in which case the deposit shall be returned to the Purchaser.

- 12. (a) That a Council resolution dated 1986 March 11, (Item 9 of the Planning & Development Committee's 6th Report) to sell City owned lands at Municipal No. 425 York Boulevard comprising .566 acres, to Victoria Park Community Homes Inc. for \$225 000, be rescinded.
- (b) That the City Solicitor be authorized to refund deposit money in the amount of \$100 being held by the City Treasurer.

NOTE: An Offer to Purchase in respect of the subject transaction was made subject to the availability of National Housing financing, and Ontario Housing allocations, for not less than 46 units of housing.

The Real Estate Department has been advised by the Purchaser that their applications in these regards have been denied. Accordingly, the Purchasers have formerly exercised their right to void the Purchase and Sale Agreement, and recover their deposit of \$100.

This matter was brought to the attention of the Planning and Development Committee as an information item dated 1986 May 23, and the property has since been sold to Jubilee Consultant Services for Non-Profit Housing pursuant to Council's resolution, 1986 November 25, (Item 14 of the Planning and Development's Twenty-Fifth Report.

13. That an Offer to Purchase City owned lands at Municipal No. 425 York Boulevard by Jubilee Consultant Services, Hamilton which is scheduled to close on 1987 April 1, be extended to close on or before 1987 September 30; all other terms and conditions to remain unchanged.

NOTE: The subject transaction is conditional upon the Purchaser receiving National Housing financing, and Ontario Housing allocations for the development of at least 50 units on the site.

The Purchaser has advised that preliminary commitments have been received with respect to his allocations but an extended time is required to insure that Ministerial approvals with regard to technical matters can be finalized.

The General Manager of the Municipal Non-Profit Housing Corporation has advised that whereas they are not in a position to develop the subject lands, they are supportive of our recommendation to extend and close the transaction with Jubilee.

14. (a) That the closing date for the sale of 484 James Street North to Forest James Investments Limited be extended from 1987 April 10 to June 15.

NOTE: The Real Estate Department has been advised that the legal description and reference plan required to close this transaction is not complete as of this date. The Purchaser has requested an extension to 1987 June 15.

- * (b) All other terms and conditions of the contract to remain the same, and time continue to be of the essence.

15. That the Plaza above the Art Gallery be named "Commonwealth Plaza" and that renaming ceremonies take place to coincide with the visit by the Commonwealth Games Site Review Committee scheduled for sometime between 1987 May 20 and November 20.

16. (a) That approval be given to the "Intent to Designate" the property at 158 Mary Street as a building of historical and architectural value pursuant to the provisions of the Ontario Heritage Act, 1983.

- (b) That the City Solicitor be authorized and directed to take appropriate action to have this property designated pursuant to the provisions of the Ontario Heritage Act, 1983.

*Sub-section (b) of Section 14 Added During Council

17. (a) That approval be given to the "Intent to Designate" the property at 25 Tecumseh Street as a building of historical and architectural value pursuant to the provisions of the Ontario Heritage Act, 1983.
- (b) That the City Solicitor be authorized and directed to take appropriate action to have this property designated pursuant to the provisions of the Ontario Heritage Act, 1983.
18. (a) That approval be given to the "Intent to Designate" the property at the MacNab Street Presbyterian Church as a building of historical and architectural value pursuant to the provisions of the Ontario Heritage Act, 1983.
- (b) That the City Solicitor be authorized and directed to take appropriate action to have this property designated pursuant to the provisions of the Ontario Heritage Act, 1983.
- *19. That the Corporation of the City of Hamilton accept the sum of \$41 571.72 as cash payment in lieu of 5% dedication in connection with "DICENZO GARDENS - PHASE 1", Hamilton, this being the cash requirement under Section 50 of the Planning Act.
20. That the Corporation of the City of Hamilton accept the sum of \$4 662.81 as cash payment in lieu of 5% dedication in connection with "STRAWBERRY HILL ADDITION", Hamilton, this being the cash requirement under Section 50 of the Planning Act.
21. That leave be granted to introduce the following Bills:
 - Bill D-66 A By-law to amend Zoning By-Law No. 6593 respecting lands located on the east side of Mount Albion Road, in the area north of Greenhill Avenue.
 - Bill D-67 A By-law to amend Zoning By-Law No. 6593 respecting land located at the south-west corner of Christopher Drive and Upper James Street
 - Bill D-68 A By-law to amend Zoning By-law No. 6593 respecting land located at municipal no. 255 West Avenue North.
 - Bill D-69 A By-law to amend Zoning By-law No. 6593 respecting land located at municipal no. 116 Catharine Street South.
 - Bill D-70 A By-law to amend Zoning By-law No. 6593 respecting land located on the west side of Upper Wentworth Street, in the area north of Pescara Avenue.

*Section 19 Referred Back

- Bill D-71 A By-law to establish Site Plan Control respecting land located on the west side of Upper Wentworth Street, in the area north of Pescara Avenue.
- Bill D-72 A By-law to amend Zoning By-law No. 6593 respecting land located at the rear part of municipal no. 629 Limeridge Road East.
- Bill D-73 A By-law to amend Zoning By-law No. 6593 respecting land located at municipal nos. 17 and 19 Dundurn Street South.
- Bill D-74 A By-law to establish Site Plan Control respecting land located at municipal nos. 17 and 19 Dundurn Street South.
- Bill D-75 A By-law to amend Zoning By-law No. 6593 respecting lands located on the west side of Upper Paradise Road, north of the Proposed Mountain Freeway.

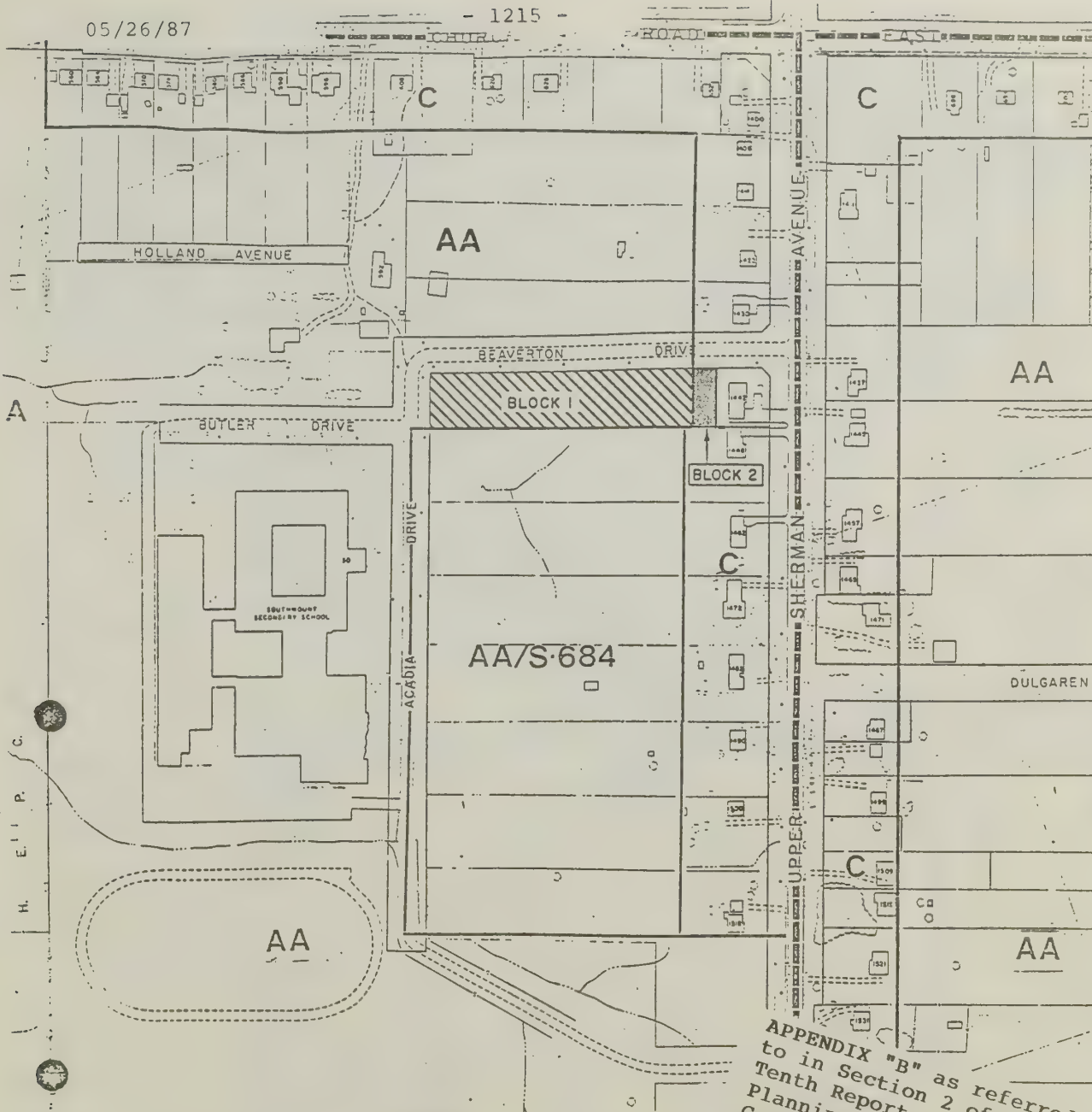
Respectfully submitted,

ALDERMAN J. SMITH, CHAIRMAN
PLANNING & DEVELOPMENT COMMITTEE

Susan K. Reeder
Acting Secretary
1987 May 13

05/26/87

- 1215 -



LEGEND

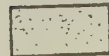
LANDS FOR WHICH THE FOLLOWING CHANGE IN ZONING IS PROPOSED :

BLOCK 1



FROM "AA" (AGRICULTURAL) DISTRICT TO "R-4" (SMALL LOT SINGLE - FAMILY DETACHED) DISTRICT.

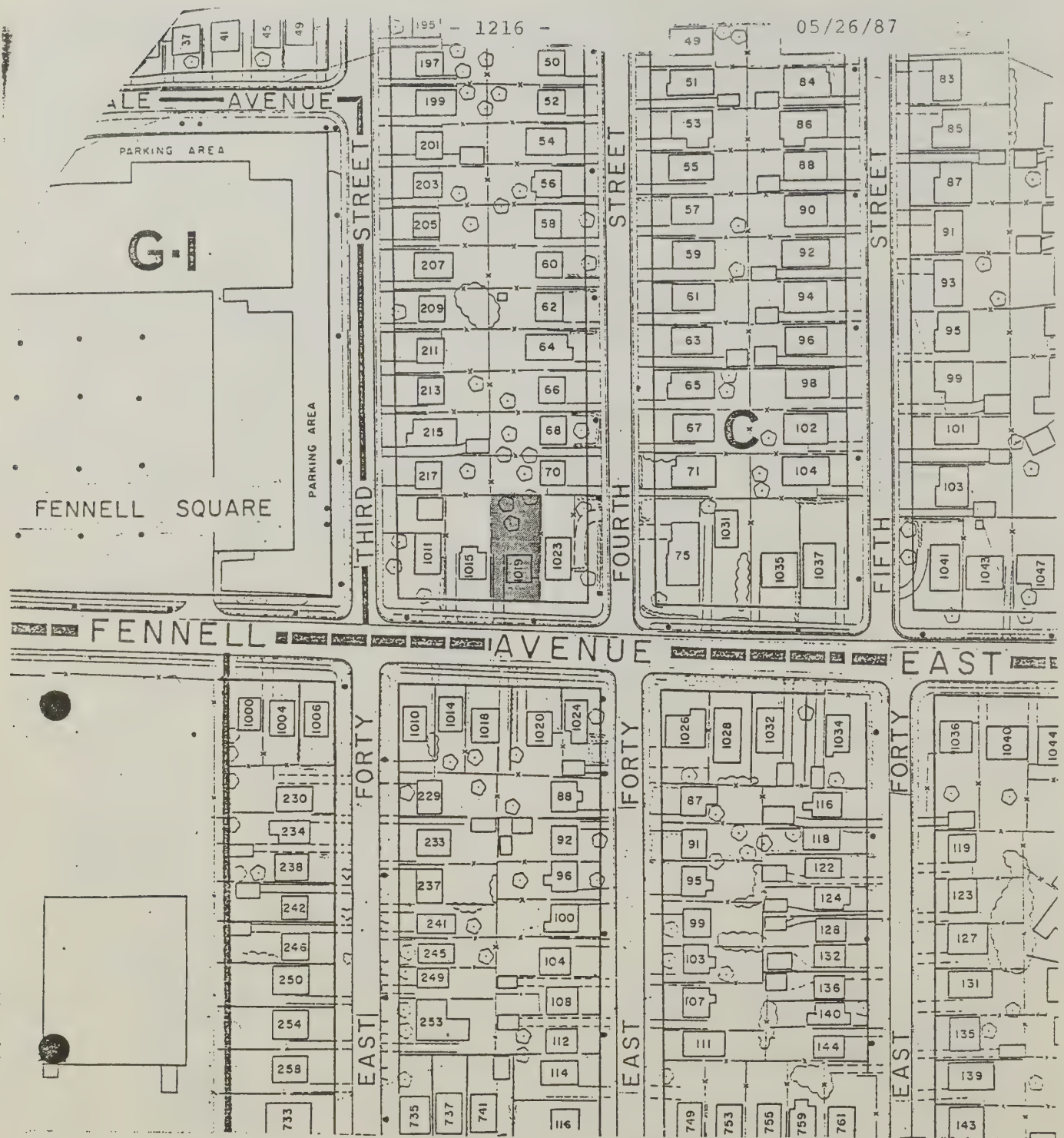
BLOCK 2



FROM "C" (URBAN PROTECTED RESIDENTIAL, ETC.) DISTRICT TO "R-4" (SMALL LOT SINGLE - FAMILY DETACHED) DISTRICT.

APPENDIX "B" as referred to in Section 2 of the Tenth Report of the Planning & Development Committee

ZA - 87 - 26



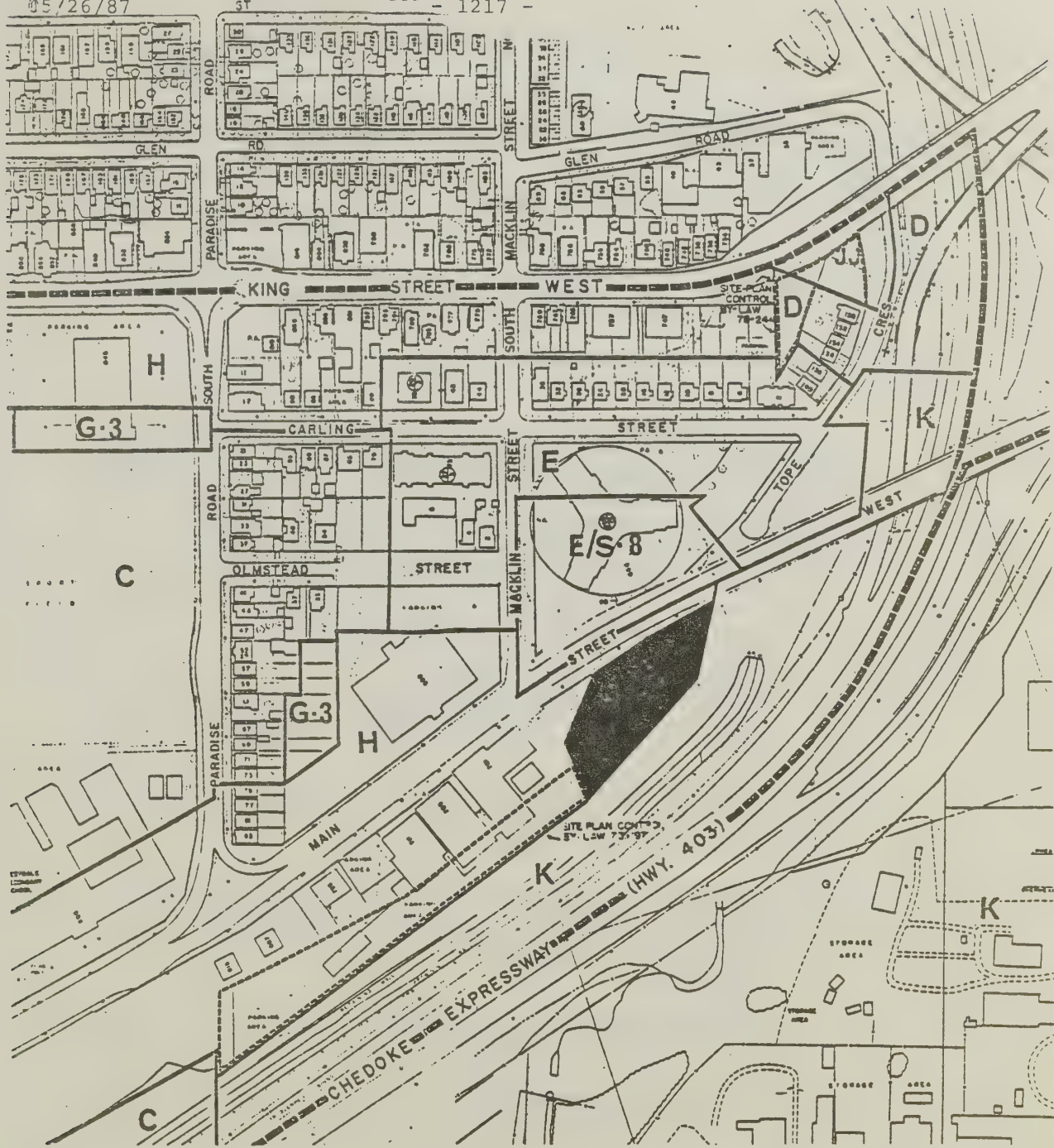
LEGEND



SITE OF THE APPLICATION

APPENDIX "C" as referred
to in Section 3 of the
Tenth Report of the
Planning & Development
Committee

ZA 87-21



APPENDIX "D" as referred
to in Section 4 of the
Tenth Report of the
Planning & Development
Committee

REPORT OF THE PLANNING & DEVELOPMENT COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Planning and Development Committee presents its **ELEVENTH** Report for 1987 and respectfully recommends:

1. (a) That the Council resolution (1986) 13.R.P.D.C.,5, June 24, be rescinded.
- (b) That **APPROVAL** be given to a further amended Zoning Application 87-32, (86-37) Homestarts Inc., prospective owner, for a change in zoning from "D" (Urban Protected Residential - One and Two-Family Dwellings, etc.) District and "J" (Light and Limited Heavy Industrial, etc.) District, modified, to "DE-3" (Multiple Dwellings) District, modified, to permit the development of the subject lands for a four-storey apartment building having a maximum of 51 units for properties located at Nos. 194 to 214 Forest Avenue and No. 88 Aurora Street, as shown on the attached map marked as **APPENDIX "A"** on the following basis:
 - (i) That the lands shown as Block "1" be rezoned from "D" (Urban Protected Residential - One and Two-Family Dwellings, etc.) District to "DE-3" (Multiple Dwellings) District;
 - (ii) That the lands shown as Block "2" be rezoned from "J" (Light and Limited Heavy Industrial, etc.) District to "DE-3" (Multiple Dwellings) District;
 - (iii) That the "DE-3" (Multiple Dwelling) District regulations as contained in Section 10C of Zoning By-law No. 6593, applicable to the lands shown as Blocks "1" and "2", be modified to include the following variances as special requirements:
 - (a) That notwithstanding Section 10C(2), a maximum building height of four storeys shall be permitted;
 - (b) That notwithstanding Section 10C(5), a maximum of 51 dwelling units shall be permitted;
 - (c) That notwithstanding Section 10C(5), a maximum gross floor area of 4800 m² shall be permitted.
 - (iv) That notwithstanding Section 18A.(1)(c), a loading space of 9.0 m by 3.7 m in size shall be provided;
 - (v) That Section 18A (11) shall not apply;

- (vi) That Section 18A (12)(a) shall not apply;
- (vii) That notwithstanding Section 18A (12)(c), a visual barrier not less than 1.2 m in height and not greater than 2.0 m in height shall be provided along the westerly lot line adjacent to the parking area;
- (viii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-970, and that the subject lands on Zoning District Map E-5 be notated S-970;
- (ix) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-5; and,
- (x) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (xi) That the amending By-law not be considered by City Council until such time as the Site Plan, including a shadow casting study has been approved by the Planning and Development Committee.

NOTE: The purpose of the By-law is to provide for changes in zoning for properties located at Nos. 194 to 214 Forest Avenue and No. 88 Aurora Street, as shown on the attached plan marked as **APPENDIX "A"**, on the following basis:

Block "1" - Change from "D" (Urban Protected Residential One and Two-Family Dwellings, etc.) District to "DE-3" (Multiple Dwellings District, modified;

Block "2" - Change from "J" (Light and Limited Heavy Industrial, etc.) District, modified to "DE-3" (Multiple Dwellings) District, modified.

The effect of the By-law is to permit the future redevelopment of the property for a 4-storey apartment building, containing 51 units.

In addition, the By-law also provides for the following variances as special provisions:

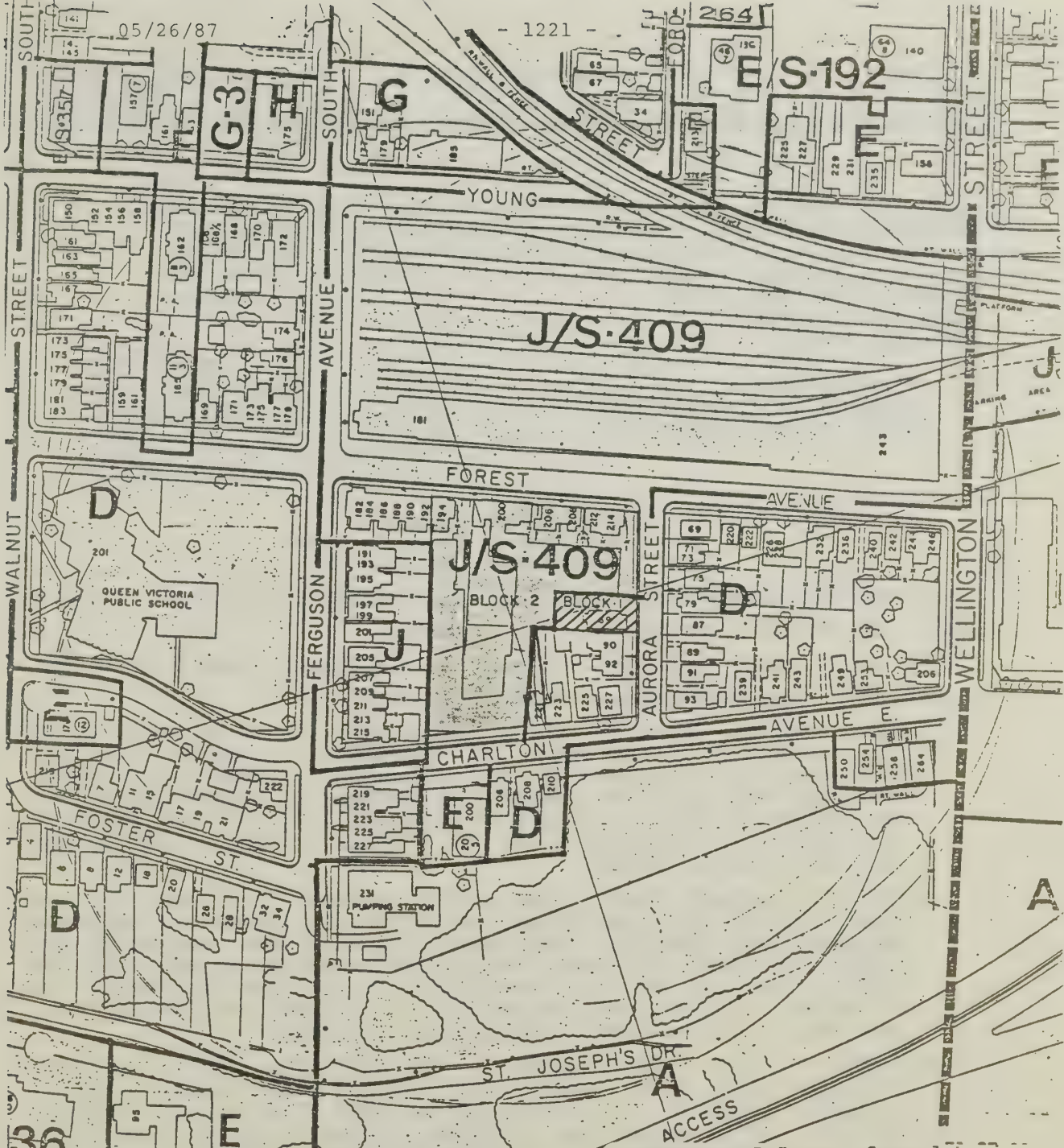
- to permit a maximum building height of four storeys as opposed to a maximum permitted building height of only three storeys (10C(2));
- to restrict the development to a maximum of 51 dwelling units (10C(5));

- to permit a gross floor area of 4800 m² instead of the permitted 4060 m² (10C(5));
 - to permit a loading space of 9.0 m by 3.7 m in size instead of the required 18.0 m by 3.7 m loading space (18A);
 - to permit the parking area within 1.5 m of an adjoining residential district (18A(11));
 - to allow the parking area closer to the street line than 6 m (18A(11));
 - to exempt the development from providing a landscaped strip between the boundary of the parking area and residential district (18A) (12) (a);
 - to require a visual barrier not less than 1.2 m and not greater than 2.0 m height along the westerly lot line adjacent to the parking area.
2. That **APPROVAL** be given to the Heritage Permit Application by The New Market Centre Inc., owner of the Pigott Building, 36 James Street South and the Sun Life Building, 42 James Street South to carry out alterations to the designated features of these buildings as outlined in the letter from Mr. John Romanov, Architect dated 1987 April 27 attached hereto as **APPENDIX "B"**, upon the following condition:
- (a) the north and west walls of the Sun Life Building are to be cleaned without the use of sandblasting.
- NOTE:** The subject buildings have been designated by by-law under The Ontario Heritage Act, 1983. Consequently, alterations of a designated property requires Council's consent.
3. That leave be granted to introduce the following bill:
- Bill D-76** A By-law to Amend Zoning By-law No. 6593 respecting lands located at municipal nos. 194 to 214 Forest Avenue and 88 Aurora Street.



Respectfully submitted,

S. K. Reeder
Acting Secretary

ALDERMAN J. SMITH, CHAIRMAN
PLANNING & DEVELOPMENT COMMITTEE



LEGEND

- BLOCK-1  Change in Zoning from "D" (Urban Protected Residential - One and Two Family Dwellings, etc.) District to "DE-3" (Multiple Dwellings) District, Modified.
- BLOCK-2  Change in Zoning from "J" (Light and Limited Heavy Industry, etc.) District to "DE-3" (Multiple Dwellings) District, Modified.

APPENDIX "A" as referred to in -
Section 1 of the 11th Report of
the Planning & Development Cttee.

APPENDIX A

27 April 1987

Office of the City Clerk
Hamilton City Hall
Hamilton, Ont.

c/o: Nina Chapple
Architectural Historian
Local Planning Division

Dear Madam:

re: Heritage Gardens
Pigott & Sun Life Bldgs.
Hamilton, Ont.

Attached, please find copies of the proposed ground floor, eighth floor, and exterior elevations for the above.

It is proposed that the following renovations be completed to the historically designated areas of the buildings.

1. Pigott Bldg. Lobby - the existing lobby is to be restored to that original in as much as is technically feasible, save the following alterations: it is proposed that the existing arch opposite the existing exit stair archway be opened as well as the two panels now containing mechanical/electrical grillwork to the west; the alterations are required to provide access to the Sun Life elevator lobby.
2. Sun Life Board Room - the current state of the board room is such that all the significant architectural elements - fireplace, wainscoting, skylite, wall panelling - have been removed by the previous owners; the large, two storey volume is to be converted into three two storey residential suites, and allow for the retaining of the vaulted ceiling at the east wall, along with the ocular windows and their plaster treatment.
3. Pigott & Sun Life Windows - the existing windows of both buildings are to be removed and replaced with thermal units in aluminum frames; the configuration and color of the proposed windows is to match that existing as closely as is technically and functionally feasible; the Pigott Bldg. windows will consist of a fixed thermal unit below horizontal sliders, maintaining the 'cruciform' configuration; the Sun Life Bldg. windows will consist of a fixed thermal unit above a vertical slider, maintaining the 'double-hung' configuration.

APPENDIX "B" as referred to in
Section 2 of the 11th Report of
the Planning & Development Cttee.

05/26/87

- 1223 -

4. Pigott & Sun Life Exteriors - the north and west walls of the Sun Life Bldg. are to be cleaned and repainted a biege/gray to match the brick color of the Pigott Bldg.; the remaining faces of both buildings are to be chemically cleaned in an approved manner.

Yours truly,

A large, stylized handwritten signature in dark ink, appearing to read 'John Romanov'.

John Romanov, OAA, AAA, MRAIC

REPORT OF THE FINANCE COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its NINTH Report for 1987 and respectfully recommends:

1. That a purchase order be issued to Western Plumbing and Heating, Hamilton, in the amount of \$20,229 including all applicable taxes, to supply labour, material and equipment necessary for the replacement of Filter Media at Norman Pinky Lewis Centre in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Lowest of two (2) quotations received. Funds provided in Replace Filter Media, Norman Pinky Lewis Account #0408-E65203.

2. That approval be given to inform the Hamilton Hydro Electric System that the City has no requirements for the parcel of surplus Hydro lands at 634 Limeridge Road East.
3. (a) That the Treasurer be authorized to purchase a currency counter for use in the Treasury Department.

(b) That the estimated cost of \$3,500 be financed by means of an overdraft in account #0323-0971 and by savings of \$1,250 in account #0323-0983, rental of cash registers, and \$2,250 account #0323-0901, salaries and wages, where savings have been realized due to staff vacancies.
- * 4. That the estimated cost of \$13,000 plus out of pocket expenses for the purpose of undertaking an organizational review of the Culture and Recreation Department, as approved by City Council April 28, 1987; be financed by a transfer from the Contingency Account #0378-1198 to the Executive Committee budget account #0370-1061 "Other Consultants".
5. That outstanding business taxes, in the amount of \$44,353.98, be written-off in accordance with Section 495 of the Municipal Act, R.S.O. 1980 and charged to Account #0220, Tax Write-offs.

NOTE: Copies of the Treasurer's Report showing the detail of the outstanding business taxes are available from the Secretary of the Finance Committee.

*Recorded Vote, See Page 1186

- *6. (a) That the policy adopted by City Council September 29, 1981 with respect to tax exemptions to Veterans Clubs be amended to exclude the amounts, if any, of "depreciation on buildings" in the calculation of operating results of the organization, and to exclude the provision that the exemption be on the "basis of need", so that this policy now reads:

"That Veterans' Clubs be permitted to submit applications for tax exemptions on a year to year basis within the provisions of The Municipal Act and that these applications be considered on the basis of information in the financial statements and that the amount of the tax exemption, if granted, shall be the lesser of the actual operating deficit (excluding any amount for depreciation of buildings included in the operating results) or the municipal portion of the taxes."

- (b) That the amendment be effective January 1, 1988.

- **7. That the following recommendations outlined in columns 5 and 6 with respect to the Grant Appeals to the Finance Committee, resulting in an additional grant amount of \$11,350, be approved.

APPLICANT	REQUESTED AMOUNT	PREVIOUS COUNCIL RECOMMENDATION AMOUNT	CATEGORY	APPEAL AMOUNT	CATEGORY	DIFFERENCE (5-3) (7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Drum Corps International Canada	4,000	1,800	Sunset	2,670	Sunset	870
Argyll and Sutherland Highlanders Museum	10,000	Denied	To be considered next year	5,000	One-Time	5,000
Hamilton Visually Impaired Golfers Association	1,750	750	Fixed	NoAction	Referred to Parks and Recreation Committee for Consideration of Eight Free Golf Passes	
Hamilton Folk Arts Heritage Council	36,000	24,000	Fixed	29,000	Traditional	5,000
Theatre Aquarius	37,000	32,760	Traditional	No Action		
Conqueror II Drum & Bugle Corps	28,710	7,000	Fixed	No Action		
John Laing Singers	2,000	520	Traditional	1,000	Traditional	480
						11,350

*Recorded Vote, See Page 1186

**Section 7 Amended, See Page 1226

NOTE: The above appeals represent approximately half the number of appeals to be heard.

Respectfully Submitted,

ALDERMAN P. VALERIANO, CHAIRMAN

J. D. Thompson, Acting Secretary
1987 May 19

*Section 7 Amended to Read:

7. That the following recommendations outlined in columns 5 and 6 with respect to the Grant Appeals to the Finance Committee, resulting in an additional grant amount of \$11 350, be approved.

APPLICANT	REQUESTED AMOUNT	PREVIOUS COUNCIL RECOMMENDATION AMOUNT	CATEGORY	APPEAL AMOUNT	CATEGORY	DIFFERENCE (5-3) (7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Drum Corps International Canada	4,000	1,800	Sunset	2,670	Sunset	870
Argyll and Sutherland Highlanders Museum	10,000	Denied	To be considered next year	5,000	One-Time	5,000
Hamilton Visually Impaired Golfers Association	1,750	750	Fixed	1,750		
Hamilton Folk Arts Heritage Council	36,000	24,000	Fixed	29,000	Traditional	5,000
Theatre Aquarius	37,000	32,760	Traditional	No Action		
Conqueror II Drum & Bugle Corps	28,710	7,000	Fixed	10,000		
John Laing Singers	2,000	520	Traditional	1,000	Traditional	480
						11,350

REPORT OF THE CITY OF HAMILTON LICENSING COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The City of Hamilton Licensing Committee presents its **FOURTH** Report for 1987 and respectfully recommends:

- *1. That the City of Hamilton Cab Driver's Licence No. 4132 held by Kenneth Harris, 175 Adair Avenue North, be suspended for six months.

NOTE: For the information of Members of City Council:

Mr. Harris appeared before the City of Hamilton Licensing Committee at its meeting held May 13, 1987. Information was presented as to his recent criminal conviction. After consideration by members of the Committee, it was recommended that the licence be suspended for six months. Additional information can be obtained from the Committee Secretary.

- **2. That the City of Hamilton Cab Driver's Licence No. 4083 held by Habte-Ab Tecle-Marian, 631 Upper James Street, #304, be suspended for three months.

NOTE: For the information of Members of City Council:

Mr. Tecle-Marian appeared before the City of Hamilton Licensing Committee at its meeting held May 13, 1987. Information was presented as to his extensive driving record. After consideration by members of the Committee, it was recommended that the licence be suspended for three months. Additional information can be obtained from the Committee Secretary.

Licence suspensions take effect from the date the licence and identification card are returned to the Licence Section.

Respectfully submitted,

ALDERMAN P. VALERIANO
CHAIRMAN

S. J. Dembe, Secretary
May 13, 1987

*Section 1 Referred Back
** Recorded Vote, See Page 1187

CH4015102A03
A31 M21

MEETING OF HAMILTON CITY COUNCIL

TUESDAY, JUNE 16, 1987

7:15 O'CLOCK, P.M.

Special meeting of City Council called at the direction of His Worship Mayor Robert M. Morrow.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, Agro, McCulloch, Hinkley, Copps,
Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher,
Merling Murray, Ross.

The Clerk read the notice calling the meeting.

* * * * *

It was moved by Alderman McCulloch, seconded by Alderman Wheeler, and carried, that Council move into Committee of the Whole to consider the following Report, with Alderman Smith in the chair.

* * * * *

I') PERSONNEL COMMITTEE - TENTH REPORT.

* * * * *

It was moved by Alderman Collins and seconded by Alderman Wheeler.

RESOLVED: that Rule 2 (5) of Procedural By-law 82-203 be invoked for this meeting of City Council. - CARRIED.

* * * * *

It was moved by Alderman McCulloch and seconded by Alderman Wheeler.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit the introduction of a resolution pertaining to the Air Show. - CARRIED.

* * * * *

It was moved by Alderman Collins and seconded by Alderman Wheeler.

RESOLVED: that \$5,000.00 be granted to Hamilton International Air Show Inc. for a Civic Reception to be held at McMaster University. - CARRIED.

* * * * *

It was moved by Alderman McCulloch and seconded by Alderman Wheeler.

RESOLVED: that the Report of the Committee of the Whole on the above report, and resolutions, be adopted. - CARRIED.

* * * * *

It was moved by Alderman McCulloch and seconded by Alderman Wheeler.

RESOLVED: that the following Bill be now read a first time.

F-3 - CARRIED.

* * * * *

It was moved by Alderman McCulloch, seconded by Alderman Wheeler, and carried, that Council move into Committee of the Whole (second reading) to consider the following Bill, with Alderman Smith in the chair.

F-3 - CARRIED.

* * * * *

Consideration of the Bill.

* * * * *

It was moved by Alderman McCulloch and seconded by Alderman Wheeler.

RESOLVED: that the report of the Committee of the Whole (second reading) on the Bill be adopted. - CARRIED.

* * * * *

It was moved by Alderman McCulloch and seconded by Alderman Wheeler.

RESOLVED: that the following Bill be now read a third time.

F-3 - CARRIED.

* * * * *

REPORT OF THE PERSONNEL COMMITTEE

To the Council of The Corporation of the City of Hamilton.

Members of Council:

The Personnel Committee presents its TENTH Report for 1987 and respectfully recommends:

1. Approval of the Memorandum of Agreement between the Negotiating Committees of The City of Hamilton and The Canadian Union of Public Employees, Local 5, attached hereto as Exhibit "A".
2. That leave be granted to introduce the following Bill:
 - (a) Bill F-3 - By-law to Confirm Proceedings of the Council of The Corporation of the City of Hamilton.

Respectfully submitted,

ALDERMAN M. KISS, CHAIRPERSON,
PERSONNEL COMMITTEE.

E. A. Simpson, Secretary,
1987 June 16.

06/16/87

1231
EXHIBIT "A"

Referred to in Section 1 of the
Tenth Report of the Personnel
Committee.

THIS MEMORANDUM OF AGREEMENT MADE THIS 1st DAY OF JUNE, 1987

BETWEEN THE NEGOTIATING COMMITTEES OF:

THE CITY OF HAMILTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 5

- I The parties herein agree to the terms of this Memorandum of Agreement as constituting settlement of all matters at issue between the parties.
- II The representatives of the parties agree to present the terms of this Memorandum to their respective principals.
- III The parties herein agree that the term of the Collective Agreement shall be January 16, 1987 to January 15, 1989.
- IV The parties agree that all provisions of the Collective Agreement covering the period January 16, 1985 to January 15, 1987 shall continue in effect as amended by the following provisions.
- V The Collective Agreement shall be amended in accordance with the following and such amendments shall become effective upon ratification by both parties whose appropriate officers signatures are appended hereto, save and except where this Memorandum of Agreement specifically provides otherwise.

The following are the amendments referred to in item V above:

ARTICLE 1 - SCOPE

a. Amend exclusions in 1.3 to:

Department Heads, Deputy Department Heads, Directors, Assistant Directors, Superintendents, Assistant Superintendents, General Foremen/Women, Storeskeeper, Assistant Storeskeeper, Assistant Foremen/Women, Section Foremen/Women, and temporary Security personnel.

ARTICLE 2 - EMPLOYER RESPONSIBILITY

- a. Replace the last sentence of 2.1 of the agreement so that 2.1 reads as follows:

2.1 The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees coming within the scope of this Agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "employee" or "employees", whichever is the case. In this Agreement the word "employee" means a person hired by the Employer for a position which is set out in Schedule "A" and who is on the active payroll of the Employer. The Employer further agrees to recognize all Union officers coming within the scope of this Agreement.

- b. Move the following from 2.1 to Article 18 - Grievance Procedure:

18.9 The Employer recognizes the President of the Union, or his/her constitutional replacement as a member of the Grievance Committee. *

- c. Move 22.6 of the Agreement to this article and number as 2.6.

2.6 The Employer shall distribute pay cheques in a sealed envelope.

- d. Move 25.3 of the agreement to this article and number as 2.7.

2.7 The Employer agrees to forward a copy of the agenda for each Council meeting to the Secretary of the Union, by prepaid mail, at the same time the Agenda is distributed to Council members.

ARTICLE 4 - STANDARD HOURS OF WORK

- a. Add the following to 4.2:

These working hours, with the exceptions noted in clause 7.5 of this Agreement, include a one (1) hour unpaid lunch. By mutual agreement between the parties, this lunch break may be altered.

- b. Alter the first sentence of 4.7 to read "thirty (30) calendar days" in place of "twenty (20) calendar days".

For employees who work on a regularly scheduled shift basis, the Employer shall post such schedule thirty (30) calendar days in advance.

- c. Number last paragraph of 4.7 as 4.8; correct language of the clause.

4.8 The aforementioned standard hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

ARTICLE 5 - INCLEMENT WEATHER

- a. In 5.4 (1) of the agreement replace a) and b) with:

- a) Superintendent and/or Assistant Superintendent of Districts
- b) City Arborist/Horticulturalist
- c) Maintenance Coordinator of Parks
- d) Fleet Superintendent
- e) General Foremen/Women - Cemeteries
- f) Sanitation Superintendent

ARTICLE 6 - OVERTIME COMPENSATION

- a. Replace Article 6 with the following:

- 6.1 Compensation at one and one-half (1 1/2) times the standard rate per hour as set forth in Schedule "A" of this agreement shall be paid for all work performed in excess of eight (8) hours per day or in excess of the standard hours per week as outlined in Article 4 provided that both daily and weekly overtime shall not be paid for the same hours, except that overtime compensation shall not apply to such hours of work in excess of eight (8) hours per day necessitated by shift changes provided that employees working on a shift schedule are off duty for a period of not less than eight (8) hours between shifts.
- 6.2 Compensation at two (2) times the standard rate per hour as set forth in Schedule "A" of this agreement shall be paid for all work performed in excess of twelve (12) continuous hours worked Monday through Friday. Unpaid meal periods shall not be considered as part of "continuous hours worked". "Continuous hours worked" shall not be considered broken by:

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(a) unpaid meal periods, or

(b) time taken for sustenance under clause 6.10 of this agreement.

- 6.3 Compensation at one and one-half (1 1/2) times the standard rate per hour as set forth in Schedule "A" of this agreement shall be paid for all work performed on Saturday, but double time (2) shall be paid for all work performed in excess of twelve (12) continuous hours. Unpaid meal periods shall not be considered as part of "continuous hours worked". "Continuous hours worked" shall not be considered broken by:

(a) unpaid meal periods, or

(b) time taken for sustenance under clause 6.10 of this agreement.

- 6.4 Compensation at two (2) times the standard rate per hour as set forth in Schedule "A" of this agreement shall be paid for all overtime performed on Sunday.

- 6.5 Due to the nature of operations and shifts, an employee whose scheduled days off occur during the week shall have his/her first day off designated as Saturday and his/her second day designated as Sunday. The employee shall be paid in accordance with 6.3 and 6.4. The employee shall be paid double time (2) for any shift worked on his/her second day off even if he/she has not been called in to work on his/her first scheduled day off.

- 6.6 An employee

(a) who is sent home at any time or times during the week because of lack of work or inclement weather, or

(b) who is absent at any time or times during the week because of illness or accident, or

(c) who is absent from his/her regular duties on approved leave of absence, while attending to Union business either within or without this collective agreement,

shall be treated for the purpose of calculating overtime in respect of his/her normal work week as if he/she had worked his/her standard hours of work on such day or days and shall be paid for all hours of work performed by him/her in excess of his/her normal work week at the overtime rates specified in this Article 5.

6.7 Where a Statutory, or Proclaimed Holiday, occurs on, or is celebrated on any working day, an employee who does not work his/her regular scheduled shift on such day, shall be deemed to have worked his/her regular shift on any such day for the purpose only of computing his/her normal work week under the circumstances described in clause 6.6 of this Article.

- 5.8 Overtime shall be defined as:
- (a.) Continuation of the work day
 - (b.) Scheduled
 - (c.) Call-In

Sections, for purposes of this clause shall be:

- 1) Garbage
- 2) District #1
- 3) District #2
- 4) District #3
- 5) District #4
- 6) District #5
- 7) District #7
- 8) Parks East
- 9) Parks West
- 10) Parks Mountain
- 11) Chedoke Winter Park
- 12) King's Forest Park
- 13) Forestry
- 14) Beautification
- 15) Greenhouse
- 16) Chedoke Golf Course
- 17) King's Forest Golf Course
- 18) Woodland Cemetery
- 19) Hamilton Cemetery
- 20) East End and Mountain Cemeteries
- 21) Surface Treatment Crew
- 22) Crack Sealing Crew
- 23) Asphalt Crew
- 24) Central Garage
- 25) Garage - each individual satellite location
- 26) Ivor Wynne Stadium/Brian Timmis Stadium
- 27) Globe Park
- 28) Mohawk Sports Complex
- 29) Sackville Hill Park
- 30) Victoria Park
- 31) HAAA Grounds
- 32) Recreation by Rink and Pool
- 33) Property Maintenance

- (a) Continuation of the Work Day

Overtime that is a continuation of the work day shall be performed by the employee on the job in the Garbage Section.

In all other sections, overtime shall be offered, in seniority order, to the employees who are in the classification in the section at the time the work is available. Such overtime shall first be offered to regular employees as defined in 13.13 (d) and, where insufficient employees agree to work such overtime it shall then be offered, in order, to probationary employees as defined in clause 13.13 (c).

Notwithstanding the above, in the event that the nature of the work is such that no interruption of the work should occur, the employee on the job shall continue performing the work until the senior employee is able to be moved to the work site. This continuation of work shall be for no more than one (1) hour.

(b) Scheduled

i) Overtime that is scheduled shall be offered to employees, in seniority order, to the employees who are in the classification in the section at the time the work is available.

ii) The exception to the foregoing shall be as follows:

Garbage - In the event that overtime may be required to be scheduled, employees shall be contacted, in seniority order, in the classification in the section. When the requirement for workers is not able to be met in the Garbage section, employees in Group 1, then Group 2, then Group 3, and finally Group 4 as listed below shall be contacted. Within each group the overtime shall be offered in seniority order.

Group 1 - Sections 2 - 7, 21 - 23
Group 2 - Sections 8 - 12, 26 - 31
Group 3 - Sections 13 - 17
Group 4 - Sections 18 - 20

(c) Call-In

In the event that employees are required to be called from home to perform overtime work, employees shall be called in seniority order in the classification in the section where the overtime work is required to be performed. An employee of lesser seniority called to perform such work as a result of senior employee(s) not being available shall work the full term of such overtime and this situation shall not be grievable by the more senior employee. Employees called in to work overtime shall be compensated as per Article 16.

This clause 6.8 is subject to the following conditions:

i) An employee who is not at work on the day on which overtime occurs or on his/her last scheduled day prior to the overtime shall not be entitled to overtime until he/she returns to work. The only exception to this shall be the employee who is absent on his/her last scheduled day prior to the overtime for either Union business or his/her scheduled Floating Holiday; in this event the employee shall be required to contact his/her Foreman within the first two (2) hours of his/her regular shift to confirm his/her availability and to receive confirmation of the scheduling of overtime.

On a call-in where we have exhausted the existing work force, the Employer agrees to call in those employees on vacation who have previously indicated a desire to be called.

For the purpose of overtime calculation:

- lost vacation will be re-scheduled but shall not take precedence over any other employee's scheduled vacation;
- overtime will be calculated as if the employee had worked his/her standard hours on work on such day;
- beyond the first overtime shift the employee will be considered to have returned to work and all relevant provisions of the agreement will apply;
- the employee may elect to return to vacation at any time and there will be no further obligation on the Employer to contact the employee for overtime purposes.

ii) No employee will be required to work overtime against his/her wishes when other employees in the classification in the section are willing and readily available to perform the required work. However, if all employees in the classification in the section refuse to work, the junior employee(s) in the classification in the section shall work the overtime.

6.9 Provision will be made for an employee to indicate at the end of his/her shift that he/she is not available for overtime.

6.10 An employee required to work overtime, following the completion of his/her regular hours of work, which continues in excess of two (2) hours, shall be eligible for a meal period at a time mutually agreed between the employee and his/her immediate Supervisor. In the event overtime continues, such an employee shall become eligible for further meal periods at intervals of four (4) consecutive hours following the completion of the previous meal period provided that overtime is to continue. Regardless of the time of the initial meal break, for the purpose of this clause, it shall be deemed to have been taken after the completion of two (2) hours of such overtime worked. An employee shall be entitled to

sustenance up to \$5.50 for each meal break that he/she is entitled to under the provisions of the foregoing.

- 6.11 No premium pay shall be paid for regularly scheduled working hours except in emergency situations where an employee works beyond twenty-four (24) continuous hours; in this event pay shall continue at two (2) times the standard rate per hour as set forth in Schedule "A" of this agreement until the employee has been off duty for a period of not less than eight (8) hours between shifts.

If, in an emergency situation, an employee remains at the workyard at the Employer's direction for a rest period prior to returning to work, he/she shall be paid straight time while in the yard. When he/she returns to work duties overtime shall re-commence as if there had been no break in work.

- 6.12 Call in of employees for emergencies shall be based on seniority within the shift commencing or finishing at a time not more than four (4) hours from that emergency. All general callins will be as described in 6.8.

- b. Add letter of intent to agreement that was in place for the 1986-87 winter operations with appropriate alterations to the date references and with the following paragraph as an introductory paragraph:

This letter is in effect until such time as the parties complete the job descriptions for all positions which operate motor vehicles with the intent of defining all operators as class I, II, or III.

- c. Amend the letter regarding job evaluation to indicate that the job positions to be first covered shall be the positions which operate motor vehicles.

ARTICLE 7 - SHIFT PREMIUM

- a. Replace thirty-five (35) cent afternoon and night shift premiums in 7.3 and 7.4 with forty-five (45) cent shift premiums.
- b. Replace 7.6 with the following and amend the weekend premium from twenty-five (25) cents to forty-five (45) cents.
- 7.6 There shall be a weekend premium of forty-five (45) cents per hour with respect to any regularly scheduled shift between midnight Friday and midnight Sunday. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours.

ARTICLE 8 - STANDBY DUTY

a. Correct 8.5 as follows:

Without restricting the meaning of this Article, Stand-by Duty shall be scheduled and assigned as follows:

No employee shall be required to perform Stand-by Duty unless he is furnished with prior written instructions by his immediate Supervisor and the said instructions are initialled by the said employee.

ARTICLE 9 - ANNUAL VACATIONS

a. Replace Article 9 with the following:

- 9.1 An employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his/her aggregate credited service as follows:

Column I	Column II
Years of Service	Vacation with Pay
1 year	2 weeks and thereafter
3 years	3 weeks and thereafter
9 years	4 weeks and thereafter
18 years	5 weeks and thereafter
22 years	5 weeks and 1 day and thereafter
23 years	5 weeks and 2 days and thereafter
24 years	5 weeks and 3 days and thereafter
26 years	5 weeks and 4 days and thereafter
27 years	6 weeks and thereafter

- 9.2 Notwithstanding the schedule of vacation leave above noted, an employee, who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay as per Article 10.
- 9.3 An employee's vacation period and pay shall be based on his/her standard week and his/her standard rate of pay but shall not include any shift premiums, overtime, or other increments.

- 9.4 Pay for a week's vacation with pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour on a weekly basis, but shall not include any shift premium, overtime, or other increments.
- 9.5 Pay for a week's vacation with pay for salaried employees shall be the employee's basic salary paid per week on a weekly basis but shall not include any shift premiums, overtime, or other increments.
- 9.6 The vacation period shall commence from and include January 1st and continue to and include December 31st of the same year. All employees are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for an employee to carry over up to one (1) year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing not later than September 1st in any year and will be subject to the approval of the Department Head concerned and the Personnel Committee.
- 9.7 When a Statutory Holiday falls on a day of the scheduled vacation, an employee shall be entitled to an additional day of vacation. The additional day or days are to be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other employees.
- 9.8 On or before the 1st day of March in each year, the Employer shall circulate lists so that each employee may write in his/her choice of vacation dates. When preparing the annual vacation schedule, the Employer shall, subject to its right to maintain the efficiency of operation, give the choice of vacation dates, by section, to employees with the greatest seniority, provided that they give notice of such choice not later than the 1st day of April. The vacation schedule shall be completed on or before the 1st day of May in each year and when completed, copies shall be posted on the bulletin boards in the departments concerned. An employee who changes positions through a job posting after April 1st will have to alter his/her vacation schedule to meet the posted schedules of the new section, if necessary.

In the classification of Rink Attendants, at any one time one employee will be allowed vacation during the period December 15 to January 10.

- 9.10 Where an employee who is entitled to Short Term Disability benefits is on vacation and is,
- (a) hospitalized, or
 - (b) convalescing following hospitalization, or
 - (c) in home care under O.H.I.P. following hospitalization

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the employee's option.

- 9.11 Where an employee is on vacation and is entitled to bereavement pay under the terms of Article 14.2, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the employee's option.

- 9.12 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, or leave of absence for Union business. All other period of absence, other than those noted above, will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

- b. Effective January 1, 1988 amend 5.1 in the following manner:

Column I	Column II
Years of Service	Vacation with Pay
17 years	5 weeks and thereafter
20 years	5 weeks and 1 day and thereafter
21 years	5 weeks and 2 days and thereafter
22 years	5 weeks and 3 days and thereafter
23 years	5 weeks and 4 days and thereafter
25 years	6 weeks and thereafter

ARTICLE 10 - VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

a. Replace Article 10 with the following:

10.1 An employee who separates or retires shall be paid separation vacation pay on the basis of the following:

Column I	Column II
Vacation Qualification	Separation Vacation Pay
6 weeks	12.0%
5 weeks and 4 days	11.6%
5 weeks and 3 days	11.2%
5 weeks and 2 days	10.8%
5 weeks and 1 day	10.4%
5 weeks	10.0%
4 weeks	8.0%
3 weeks	6.0%
2 weeks	4.0%

10.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 9.2:

(a) vacation pay on separation for employees employed after January 1, 1980, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer;

(b) vacation pay on separation for employees employed before January 1, 1980, shall be the sum of:

(i) the full vacation entitlement for the year preceding his/her termination regardless of his/her anniversary date, and,

(ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

10.3 Employees who do not qualify for separation vacation pay under the terms of this agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.

10.4 Should death occur to an employee, any unpaid vacation pay will be paid to the estate of the deceased employee.

10.5 All vacation entitlement in the retiring year may be converted to days and be taken prior to date of retirement at the option of the employee.

ARTICLE 11 - STATUTORY HOLIDAYS

a. Replace 11.1 with the following:

11.1 (a) The parties agree to the following Statutory Holidays with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and such other Holidays, except Remembrance Day, as may be proclaimed or declared by law and are recognized by the Employer. Payment for Statutory or Proclaimed Holidays shall be at the employee's standard basic daily rate of pay.

11.1 (b) Each employee shall be entitled to one (1) day with pay each year to be known as a Floating Holiday. Employees starting on or before October 15th of any year shall be entitled to such Floating Holiday described in that year. This day may not be carried forward from one year to the next. This day shall be granted at a time mutually agreed to by the employee and the Department Head subject to the operational requirements of the section in which the employee works.

11.1 (c) Employees shall be entitled to either a half (1/2) day holiday with pay on the working day immediately before Christmas Day or on the working day immediately before New Year's Day. This half (1/2) day holiday is to be arranged and scheduled by November 25th according to seniority. In the event that operational requirements preclude the taking of this half (1/2) day, at the Employer's discretion, the half (1/2) day shall be worked and the employee shall receive his/her regular pay for the four hours plus time and one half (1 1/2). In the event that overtime is required beyond the regular hours on this day overtime rates shall commence in the 9th hour at two (2) times the standard rate per hour.

Such half (1/2) day shall be effective for new employees only if the employee commence work on November 10th or earlier of that year.

b. Replace 11.2 of the Agreement with the following:

11.2 Employees required to perform work on a seven (7) day shift basis shall be entitled to an additional day's pay, or a day in lieu at the employee's option, should any designated Statutory or Proclaimed Holiday fall on his scheduled day off. The employee may have the option of a day off in lieu of a day's pay provided he gives the Department Head two (2) weeks notice in advance of such day and where the option of a day off is exercised, it shall be a day that shall be approved by the Department Head.

- c. Amend the payment in 11.3 from 4 hours at time and one-half and 4 hours at double time to 8 hours at double time.

11.3 Employees required to perform work on any of these Statutory or Proclaimed Holidays shall, in addition to the remuneration as outlined in clause 11.1 be paid at two (2) times the standard rate for any hours worked with a guaranteed minimum of four (4) hours pay.

- d. Delete clause 11.6 as clause 4.7 provides 30 calendar days notice to shift workers.

ARTICLE 12 - BENEFIT PLANS

- a. Replace Article 12 with the following:

12.1 The benefits provided hereunder shall continue for the life of this Agreement.

12.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.

12.3 On completion of three months service with the Employer an employee shall be entitled to the following benefits:

- (a) Group Life Insurance with benefits equal to one and one half (1 1/2) the annual basic wage rate of the employee to the nearest one thousand dollars.

- (b) Thirty five (35) cent deductible Prescription Drug Plan.

- (c) Dental care plan, as per the attached Schedule, under the terms of the current Ontario Dental Association (O.D.A.) schedule.

- (d) Vision care plan to cover the employee and his/her dependents (\$100. every 2 years).

12.4 All employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.).

12.5 All employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required contributions.

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12.6 On completion of the probationary period an employee shall also be entitled to the following benefits:

(a) Short Term Income Protection detailed in the attached plan. The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.

(b) Long Term Disability plan detailed in the attached plan.

12.7 The Employer agrees to pay full coverage for all benefit plans for laid off employees for a period of up to six (6) months providing the employee has completed his/her probationary period. Benefit plans shall mean dental, drug, vision care, group life and Ontario Health Insurance.

12.8 (a) Any dispute over the payment of benefits shall be adjusted between the employee and the Insurance company.

(b) The Employer will use its best efforts to assist the employee in dealing with the Insurance company and agrees to provide all documentation and consultation when requested by the employee or by the employee and Union.

(c) The Employer agrees to provide that the employee and a Union representative, if the employee so chooses, may deal directly with the Insurance company regarding any dispute over payment of benefits.

(d) The Employer agrees to provide the Union with copies of all relevant Insurance policies.

12.9 The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for each employee towards the annual cost of benefit plans.

12.10 The normal date of retirement for employees shall be the first day of the month following that in which the employee attains his 65th birthday.

12.11 Certificates covering any illness or injury will not be accepted by the Department later than two (2) weeks following such illness or injury unless there are extenuating circumstances made known to the Department by the third day of illness or injury.

12.12 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

12.13 Whenever an employee recovers from a third party, any amount claimed for loss of wages or sick leave, he/she shall repay to the Employer forthwith the amount of all monies paid to him/her by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party.

In the event the employee repays to the Employer the amount of sick leave paid, the attendance record shall be altered in the following manner:

- a) the number of occasions recorded for this absence shall be removed;
- b) the absence shall be amended to appear as a leave of absence;
- c) the sick bank, if utilized, shall be restored to its former balance.
- d) vacation entitlement shall not be affected by this amendment.

12.14 The following benefits will be provided to any employee retiring under the OMERS 90 factor, or any employee between the ages of 55 and 65 who retires on an early OMERS or Workers Compensation disability pension if he/she has a minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Ontario-Health Insurance Plan

Extended Medical Plan

Vision Care Plan

Dental Plan

Life Insurance (1 1/2 times the annual salary of the employee at time of retirement rounded to the nearest one thousand dollars).

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The following conditions apply:

- (a) The OHIP coverage listed above will automatically cease at the appropriate time if the employee's spouse attains the age of 65 before the employee does.
- (b) The above benefit coverage terminates on the last day of the month in which the employee attains age 65, or in which his/her death occurs.
- (c) The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).

- b. The attached Dental Plan schedule shall include the following:

Effective June 1, 1987 the Dental Plan shall include coverage for Removeable Prosthodontics, Fixed Prosthodontics, and Major Restorative on the basis of a 50% co-insurance with a twelve consecutive month maximum amount payable of Five hundred dollars (\$500.00).

Effective January 1, 1988 the maximum amount payable shall be altered to One Thousand dollars (\$1,000.00).

Effective January 1, 1988 the Dental Plan shall include coverage for Orthodontics for dependent children (to the age of 18) on the basis of 50% co-insurance with a lifetime maximum payment of One thousand dollars (\$1,000.00).

ARTICLE 13 - CASUAL AND TEMPORARY EMPLOYEES AND SENIORITY RATING

- a. Alter title of this article to Seniority (including Casual and Provisional).
- b. Delete clause 13.2 (b) and 13.2 (c) (i) as they are covered in Article 12 - Benefit Plans.
- c. Delete clause 13.8 (b) as it is covered in Article 6 - Overtime.

ARTICLE 14 - LEAVE OF ABSENCE

- a. Replace the first paragraph of 14.2 with the following:

14.2 An employee shall be granted three (3) regularly scheduled consecutive work days leave of absence without loss of pay or benefits in the event of the death of his/her spouse, common-law spouse, child, stepchild, parent, foster parent, adopted parent, parent-in-law, brother or sister, brother-in-law or sister-in-law, grandparent or grandchild.

- b. Move 14.2 (b) out of 14.2 and renumber as 14.3:

14.3 One employee designated by the President of Local 5 (or his alternate) from time to time shall be granted one day off with pay for the purpose of attending the funeral of a member of Local 5 or a retired member of Local 5.

- c. Renumber 14.3 and 14.4 as 14.4 and 14.5.

- d. Insert Regional clause 14.5 as 14.6.

14.6 All members of the Negotiating Committee, including the Chairman, shall be employees under this Agreement.

- e. Renumber 14.5 and 14.6 as 14.7 and 14.8.

- f. Replace 14.7 with the following and renumber as 14.9:

14.9 An employee who is required to serve as a juror, or as a witness in any court, shall be paid his regular rate of pay for his normally scheduled working hours for any day or part of a day that he is absent because of such service. Duty pay, less reasonable expenses incurred by the employee as a result of serving as a juror, or as a witness, shall be paid to the Treasurer of the Employer on receipt thereof by such employee.

- g. Replace 14.8 with the following and renumber as 14.10:

14.10 The Employer will grant leave of absence without loss of seniority to an employee selected for a fulltime position with the Union or elected to a public office for his or her term of office.

- h. Renumber 14.9 and 14.10 as 14.11 and 14.12.

- i. Add the following as clause 14.13:

Maternity leave shall be granted on the conditions as set out in the Employment Standards Act of the Province of Ontario except that the duration of such leave as provided for in the Act, may, upon medical certification, be extended for an additional 9 weeks following birth.

ARTICLE 15 - PROMOTION AND REDUCTION OF STAFF

a. Replace clause 15.2 with the following:

Effective January 1, 1988 clause 15.2 will read as follows:

When vacancies occur in a higher or lower classification the senior applicant shall be awarded the position provided he/she meets the requirements of the job description. Job descriptions shall not be created in a discriminatory manner.

The parties agree to review job descriptions with a sub-committee of the Labour- Management Committee prior to January 1, 1988.

A Letter of Intent will be added to the Collective Agreement to confirm that educational requirements shall not be the sole determining factor in denial of a promotion.

b. Amend 15.3 to add the following after "proves unsatisfactory"

or if the employee feels he/she cannot perform the job function. . .

c. Replace 15.4 with the following:

In all cases of lay-off and recall after lay-off, such lay-off or recall shall be made with seniority being the governing factor provided the employee retained or recalled can perform the work in a satisfactory manner.

d. Replace 15.7 with the following and amend the time frames:

The Employer agrees that, within a period of thirty (30) working days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Union and which job description shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job description within a period of sixty (60) working days after receipt thereof, except this period may be extended by mutual consent. If request for extension does not exceed two weeks, such extension shall not be refused by either party. In the event there is an objection, said objection is subject to the provisions of Articles 18 and 19 of this Agreement, except that it is to be processed commencing with Step Two of the grievance procedure set forth under Article 18.

- e. Replace 15.10 with the following:

In the event of lay-off within the Local 5 bargaining unit members of the Executive Board of Local 5, Grievance Committeemen, and Shop Stewards shall be the last to be laid off, regardless of where they may be employed. The Union shall keep the Employer informed of the names of the members of the Board, Grievance Committeemen, and Shop Stewards and in the event of any dispute, the latest list of names as received by the Employer shall govern.

- f. Add the following clause:

Vacancies created as a result of an employee being absent due to either illness or leave of absence for a minimum period of six (6) weeks, shall be posted and filled when it is known that the employee's absence is expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to the absence of an employee.

The senior employee in the section who meets the requirements of the job description shall be offered the vacant position for the period of time until the position is posted and filled.

Upon the return of the absent employee, the employee filling the position on a temporary basis shall be returned to his/her former position

ARTICLE 16 - CALL-OUT TIME

- a. Replace 16.3 with the following sentence and add it to clause 16.2:

Where work projects have been scheduled by the Employer to be done after regular hours of work, employees notified by the Employer to report for such work shall be entitled to the conditions set out in this section.

ARTICLE 17 - DISCIPLINE

- a. Add the following to 17.3:

A Union representative may see an employee's file with the employee's written consent.

ARTICLE 18 - GRIEVANCE PROCEDURE

Replace Article 18 with the following:

18.1 Within the terms of the Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

18.2 In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent.

18.3 STEP ONE: The employee and the Union Steward shall present the grievance in writing to the employee's Supervisor or Foreman within ten (10) working days of the origin of the grievance.

Within three (3) working days of the written submission a meeting with the grievor, Steward, Foreman and Supervisor will occur to attempt to resolve the grievance.

The Foreman or Supervisor shall respond within three (3) working days of the meeting.

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- 18.4 STEP TWO: Failing a satisfactory settlement at Step One, the Chairman of the Grievance Committee, or his/her designate shall submit the written grievance to the employee's Department Head within ten (10) working days of the response in Step One.

The Department Head, or his/her designate will meet with the Grievance Committee, the grievor, and the Steward if necessary, within ten (10) working days of the receipt of the grievance. The Department Head, or his/her designate will issue a response in writing to the Chairman of the Grievance Committee within ten (10) working days of the meeting. In the event the Department Head, or his/her designate denies the grievance, the reasons shall be stated in writing.

- 18.5 STEP THREE: Failing a satisfactory settlement at Step Two, the Chairman of the Grievance Committee, or his/her designate shall submit the written grievance to the Director of Human Resources within ten (10) working days of the receipt of the response of the Department Head, or his/her designate.

The Director of Human Resources, or his/her designate and the Chief Administrative Officer, or his/her designate will meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of the receipt of the grievance. The Director of Human Resources, or his/her designate will issue a response in writing to the Chairman of the Grievance Committee within ten (10) working days of the meeting. In the event the Director of Human Resources, or his/her designate denies the grievance, the reasons shall be stated in writing.

- 18.6 Where the dispute involves:

(a) the question of general application of or interpretation of the provisions of this Agreement, or

(b) a group of employees, or

(c) the suspension or dismissal of any employee or group of employees

the grievance may be submitted by the Chairman of the Grievance Committee, or his/her designate to the Department Head at Step Two.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two employees as representatives of all the affected employees at any and all hearings held in conjunction with the grievance or grievances.

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- 18.7 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 19 within 30 (thirty) calendar days of the receipt of the Director of Human Resources response.
- 18.8 Meetings with the Director of Human Resources and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.
- 18.9 The Employer recognizes the President of the Union, or his/her constitutional replacement as a member of the Grievance Committee.
- 18.10 Where the complaint referred to in 18.1 relates to a job posting in a section or department other than the one the employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.

ARTICLE 19 - ARBITRATION CLAUSE

- a. Retitle this article Arbitration Procedure; replace 19.1, 19.2 and 19.3 with the following and renumber the remainder of the article.
- 19.1 Where a dispute arises in respect of any of the matters covered by this Agreement, including
- (a) the interpretation, application or administration of this Agreement, or
 - (b) whether a matter is arbitrable, or
 - (c) where an allegation is made that this Agreement has been violated, and
- if a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration.
- The Board of Arbitration may consist of a single Arbitrator or by joint agreement of the parties may constitute a three person Board of Arbitration.

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19.2 SINGLE ARBITRATOR

Either of the parties to this Agreement is in such event to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

19.3 BOARD OF ARBITRATION

Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two (2) members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairman of the Board. If within ten (10) days the two members have not reached an agreement the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairman.

19.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own Arbitrator and shall bear equally the cost of the Chairman and the arbitration proceedings.

ARTICLE 20 - DEPARTMENTAL STEWARDS

a. Amend 20.4 by adding the following sentence:

In the event of a grievance by a Steward the Steward at the nearest work location shall assist in the Grievance Procedure.

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ARTICLE 21 - UNION SECURITY

- a. Replace the word "contract" in 21.1 with the word "Agreement".
- b. Renumber current 21.5 as 21.3 and change "as herein provided" to "as provided in this section".
- c. Replace current 21.3 and 21.6 with the following:

21.5 The Employer agrees that within thirty (30) working days of ratification of the Agreement by the Council, the Union will receive a draft copy of the Collective Agreement between the parties.

- d. Renumber 21.7 to 21.6.

ARTICLE 22 - HEALTH AND WELFARE

- a. Replace the entire article with the following:

22.1 Each unit of a department shall provide First Aid equipment and such equipment shall be administered as provided under the regulations of The Workers' Compensation Act by an employee duly trained in First Aid or by a St. John's Ambulance Course. A First Aid kit is to be supplied by the Employer to each mobile unit and in other appropriate locations of the Employer.

22.2 The Employer agrees to provide proper accommodation for all employees to have their meals, proper washing-up and sanitary facilities and suitable lockers for the storage and protection of clothing.

22.3 All employees shall be provided with the following when required:

- 1 pair of rain pants or leggings
- 1 rain jacket - long or short
- 1 pair of rubber boots or overshoes
- 1 safety helmet with liner
- leather, rubber and cotton gloves
- safety glasses and prescription safety glasses where prescription glasses are worn
- ear protection (noise control)

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22.4 All employees shall receive the following upon completion of the probationary period:

- 2 short sleeve all weather shirts
- 2 long sleeve all weather shirts
- 4 pairs of all weather pants
- 2 pairs of coveralls (jackets and trousers)
- 1 parka
- 1 pair winter mitts (lined with thumb and forefinger) where required
- 2 smocks (Stores Attendants, Central Stores only)
- Safety shoes or boots of a standard approved by the Ontario Safety Council - this provision includes winter safety boots
- Commuter boots for employees choosing low safety shoes

All employees in receipt of the above issue of clothing shall be eligible to receive a replacement issue of any of the above on a 1 for 1 basis when such article is returned to Stores and proves to be:

- (a) either damaged and rendered unusable as a result of the employee's work activities, or
- (b) worn out as a result of normal wear for such garment.

22.5 Students hired for summer employment, provisional and probationary employees are required to wear safety footwear as a condition of employment. Such safety shoes or boots are to be purchased at no cost to the Employer. The exception to the foregoing shall be a summer student commencing his/her third consecutive summer term. In these circumstances the student shall be reimbursed with the dollar value of the Employer's cost of a pair of safety shoes.

22.6 The Employer agrees to provide all specialty tools required for the maintenance of the Employer's equipment. Specialty tools shall be tools not normally possessed by a general automotive mechanic.

Further, the Employer agrees to replace tools damaged while in use on behalf of the Employer with a tool of equal quality for employees performing the jobs of machinists, motor mechanics, welders, carpenters, plumbing repairers, equipment mechanics and yard attendants.

- b. Note that 22.4 has been moved to Article 6 - Overtime and that 22.6 has been moved to Article 2 - Employer Responsibility.

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- c. Add letter of intent regarding the ability to address ergonomic concerns through the Occupational Therapist or the Health and Safety Officer.

ARTICLE 23 - CONTRACTING OUT

- a. Add clause 23.2 as follows:

23.2 Prior to contracting out work now performed by the bargaining unit, the Employer shall, where practicable, provide ninety (90) calendar days written notice to the Union so as to allow the Union to make any representations it wishes. Any representations shall be made promptly and in any event within thirty (30) days of the above notice. Departmental information pertinent to the proposed contracting out shall be made available to the Union.

- b. Add letter of intent to indicate that the Employer does not intend to reduce the size of the workforce through contracting out of work presently performed by the bargaining unit.
- c. Add letter of intent to indicate that a joint Labour- Management task group be set up no later than September 30, 1987 to make recommendations to the Chief Administrative Officer regarding contracting out including services presently contracted out. Guidelines to include assessment of cost-effectiveness and efficiency.

ARTICLE 24 - RETROACTIVITY

- a. Replace the entire article with the following:

24.1 The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within thirty (30) working days of ratification of the Memorandum of Agreement by both parties to:

- (a) each employee on the payroll of the Employer on the date of the signing of the Memorandum of Agreement; and
- (b) each employee who retired from his employment with the Employer between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Agreement; and

- (c) each employee who terminated their employment between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Agreement. All cheques returned to the Employer due to failure of the terminated employee to notify the Employer of a forwarding address shall be cancelled and shall only be reproduced at the request of such employee within a period not to exceed six (6) months following the ratification date of both parties and such employee shall pay all costs related to the cancelled cheque and production of the new cheque.

ARTICLE 25 - REPRESENTATION

- a. Insert new 25.2 and renumber 25.2 as 25.3 (note that the current 25.3 has been moved to Article 2 - Employer Responsibility):

25.2 The Employer has the right to have, at any time, in attendance, any supervisory persons, at meetings with the Union for the purpose of negotiating the terms of a new Agreement or discussing any matter arising out of the terms of an Agreement.

ARTICLE 26 - LIGHT DUTIES

- a. Delete this Article; attach a letter of understanding to this Agreement regarding Vocational Rehabilitation Program which includes language that reinserts Article 26 if the Vocational Rehabilitation Program is not continued.

ARTICLE 27 - OPERATION OF VEHICLE

- a. Replace clause with the following:

Within each section, as defined in this Agreement, senior qualified personnel will operate vehicles and equipment provided that such senior personnel within their classification are available at the start of the shift or at any time during the shift that such vehicles or equipment must be operated.

ARTICLE 29 - MILEAGE

- a. Replace the entire article with the following:

TRAVEL ALLOWANCE AND BUSINESS INSURANCE

- 29.1 Travel allowance shall be paid only under the following conditions:

- (a) the employee is authorized and directed to use his/her vehicle for the purposes of travelling from job site to job site and,
- (b) the employee has presented proof that his/her automobile insurance has been endorsed for business purposes.

- 29.2 When an employee provided proof as noted in 30.1 (b) the Employer will reimburse the employee up to a maximum of \$100.00 per calendar year (\$150.00 in 1988). For new employees this amount will be paid only upon completion of the probationary period.

- 29.3 The rate paid per kilometer driven on the Employer's business will be the rate utilized by the Central Garage of the City of Hamilton.

ARTICLE 31 - TRANSFERS

- a. Replace the article with the following:

EMPLOYER INITIATED

- 31.1 Where the need arises to transfer employees from one work location to another, the Employer shall respect the seniority of the affected employees within the classification. The foregoing is subject to the employee's ability to perform the work required to the Employer's standards. Such standards shall not be applied in a discriminatory manner.
- 31.2 The Employer agrees that Stewards shall not be transferred from one work location to another unless the need for such transfer is reasonable and necessary to the efficient operation of the Employer's business.
- 31.3 The above provisions shall apply to transfers other than those brought about by vacation, absenteeism, or emergency situations.

EMPLOYEE INITIATED

- 31.4 The Employer agrees that an employee may request of his/her Department Head a transfer from one work location to another for purposes that are reasonable and justified. Such a request for transfer is limited to one (1) per year and is restricted to work areas under the jurisdiction of his/her particular Department Head. The employee requesting the transfer must be able to perform the work required in the new work area into which he/she wishes to be transferred. Such a transfer will be implemented upon a vacancy in the work area to which the employee wishes to transfer.
- b. Delete the two letters of intent regarding transfer of employees.

ARTICLE 32 - DURATION OF AGREEMENT

- a. Replace with the following language:

- 32.1 This Agreement shall remain in force and effect from and including the 16th day of January, 1987, to and including the 15th day of January, 1989, and from year to year thereafter unless within a period of ninety (90) days before the 15th day of January in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with a view towards the renewal with or without modification of this Agreement or the making of a new Agreement.
- 32.2 The Negotiating Committee of the Union will provide the Employer with notice in writing of the desire to bargain on October 15th of the final year of the Agreement. Any amendments to the Agreement as may be proposed by either party to the Agreement, are to be provided to the other party to the Agreement on October 31st of the final year of the Agreement.
- 32.3 It is understood and agreed that this Collective Agreement for the period January 16, 1987, to January 15, 1989 is the sole Collective Agreement between the Employer and the Union.

OTHER ITEMS

Employer is to be substituted for Corporation and the City of Hamilton.

Director of Human Resources is to be substituted for Personnel Director and Director of Personnel.

Human Resources Centre is to be substituted for Personnel Department.

Ensure that all job titles are gender free.

SCHEDULE "A"

- a. Amend the rates in Schedule "A" by 4.5% effective January 16, 1987.
- b. Amend the rates in Schedule "A" by a further 4.0% effective January 16, 1988.
- c. Apply 1% of the annual Local 5 salary costs to the job evaluation programme effective June 1, 1988 (previously noted).
- d. Amend the rates to provide parity for Tradespeople.

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LETTERS OF INTENT

- a. Delete the letter of intent regarding pension costings.

Delete the two letters regarding transfer of employees (previously noted).

- b. Add the following Letters of Understanding:

Letter re winter operations (previously noted).

Letter re educational requirements (previously noted).

Letter re Vocational Rehabilitation (previously noted).

Letter re ergonomic questions (previously noted).

Letter re reduction of workforce (previously noted).

Letter re task group to make recommendations to Chief Administrative Officer re contracting out (previously noted).

Letter re training program (to include 2 additional paragraphs).

Letter re provision for discussions in the forthcoming contract year regarding the concept of flexible benefit plans.

Letter regarding initiation of multi-Union and Employer discussion regarding review of Short Term Disability Plan.

Letter re initiation of joint Job Evaluation with following issues to be part of the plan:

- i Pay Equity legislation
- ii Plan Design
- iii Job Evaluations
- iv First job descriptions to be reviewed are the positions which operate motor vehicles.

1% of the annual Local 5 salary costs are to be applied towards the upgrading of the positions as identified in the job evaluation programme effective June 1, 1988.

Additional monetary costs to be part of the next contract negotiations.

ENTERED INTO THIS 16th day of June, 1987, on BEHALF OF:

The Corporation of
the City of Hamilton

Canadian Union of Public
Employees, Local 5, C.L.C.

George Howe
John Jones -
✓
✓

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06/23/87

MEETING OF HAMILTON CITY COUNCIL
TUESDAY, JUNE 23, 1987
7:30 O'CLOCK, P.M.

The Council met.

PRESENT: Robert M. Morrow, Esq., Mayor

Aldermen Cooke, Kiss, Agro, Valeriano, Hinkley, Copps,
Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher,
Merling, Murray, Ross.

Mr. Alan Adams, Mission Services of Hamilton, led the Council in prayer.

His Worship Mayor Robert M. Morrow called the meeting to order.

Civic Awards were presented to the following:

- (a) Hamilton Huskies Major Novice "AAA" Rep. Team
- (b) Hamilton Seakers Midget Girls' Volleyball Team

The minutes of the meeting of May 26, 1987 and the special meeting of June 16, 1987 were taken as read and approved.

The following communications were received and forwarded to the appropriate Committee, except as indicated:

1. Letter from Mr. E. A. Simpson, City Clerk, advising objection received to By-law Number 87-117, dated June 5, 1987. NO ACTION TAKEN.
- *2. Letter from Mr. E. A. Simpson, City Clerk, advising objection received to By-law Number 87-126, dated June 5, 1987.
3. Application from Frank Silvestri (In Trust), 989a Fennell Ave. East, Suite 204, Hamilton, Ontario, for a change in zoning, properties located at part of 829 Rymal Road East, 837 Rymal Road East and 1606 Upper Gage Avenue, dated May 28, 1987.
4. Application from Polonia Club Limited, 4-8 Solidarnosc Place, Hamilton, Ontario, for a modification to the "C" District regulations for properties located at 4-8, 4-B, 4-1/2, 2 Solidarnosc Place, dated May 28, 1987.
5. Application from The Trustee Board of the Presbyterian Church in Canada, c/o G. Hutchinson, 12 Pinehurst Drive, Hamilton, Ontario, for a change in zoning, property located at 763 Stone Church Road East, dated June 1, 1987.
6. Application from York & Bay Centre Inc., c/o Collins Barrow, 34 Village Centre Place, Mississauga, Ontario, for a further modification to "CR-3" District regulations for property located at 151 York Boulevard, dated June 2, 1987.

7. Application from Caselo Properties Limited, 853 Main St. East, Hamilton, Ontario, for a modification to the "H" District regulations for property located at 100 Locke Street South, dated June 8, 1987.
8. Application from Katherine & Richard Nash, 2812 King St. East, Hamilton, Ontario, for a change in zoning, property located at the rear of 2812 King St. East, dated June 9, 1987.
9. Application from 712176 Ontario Ltd., (Giuseppe Di Cienzo), 5487 Twenty Road East, Box 40, Hannon, Ontario, for a change in zoning, property located at 1486 Upper Ottawa Street, dated June 15, 1987.
10. Application from Fortino's Supermarkets Limited, 275 Nebo Road, Hamilton, Ontario, for a change in zoning, property located at 1275 Rymal Road East, dated June 17, 1987.
11. Application from Vince P. DiBernardo, 219 Limeridge Road West, Hamilton, Ontario, for a change in zoning, property located at 1324 Upper Sherman Avenue, dated June 17, 1987.
12. Application from Walter P. Jazvac, Barrister & Solicitor, 263 John St. South, Hamilton, Ontario, for a modification to the "E-3" District regulations for properties located at 122-124 Young Street, dated June 17, 1987.
13. Copy of letter from The Honourable Jim Bradley, Minister of the Environment, re no exemption from the Environmental Assessment Act - Hamilton Waterfront Development Project, dated June 9, 1987.
14. Application from Lousan Development Ltd., c/o 500-20 Jackson St. East, Hamilton, Ontario, for a change in zoning, property located at 1389 and 1391 Upper Wentworth Street, dated June 23, 1987.
15. Letter from Mr. Mike Hutson, Sales Representative/Technical Advisor, Budget Micro Computers, 891 King St. West, Hamilton, Ontario, re supply and maintenance of microcomputer workstations, printers and related devices, dated June 22, 1987.

* * * * *

*With respect to Item #2 in the correspondence the following resolution was adopted.

It was moved by Alderman Valeriano and seconded by Alderman Hinkley:

"WHEREAS, the City passed By-law No. 87-126 on April 28, 1987, to permit a home occupation consisting of a single hairdresser at 101 Beechwood Avenue;

AND WHEREAS, in response to a notice to persons within 400 feet of 101 Beechwood Avenue, the City received a letter dated May 29, 1987, from Mary Lech objecting to the proposed home occupation;

AND WHEREAS, the objector does not reside within the 400 feet but has objected to the home occupation on the grounds that there are parking difficulties;

AND WHEREAS, the objection appears to be without foundation insofar as the operation of the home occupation is concerned.

THEREFORE, BE IT RESOLVED that the City Solicitor write to the Ontario Municipal Board and advise the Board that the objection is without foundation, and request the Board to dismiss any appeal by the objector against the passing of the By-law." -

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 16.

NAYS: 0. - CARRIED.

It was moved by Alderman Wheeler, seconded by Alderman Collins, and carried, that Council move into Committee of the Whole to consider the following reports, with Alderman Smith in the chair.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 15.

NAYS: 0. - CARRIED.

(A) EXECUTIVE COMMITTEE - THIRTEENTH REPORT.

(B) TRANSPORT AND ENVIRONMENT COMMITTEE - TENTH REPORT.

Recorded vote on Section 12.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, Valeriano, Hinkley, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 15.

NAYS. Alderman Copps. - 1. CARRIED.

It was moved by Alderman Collins and seconded by Alderman Wheeler.

RESOLVED: that Subsection (c) of Section 36 be referred back. - CARRIED.

It was moved by Alderman Hinkley and seconded by Alderman Valeriano.

RESOLVED: that Section 47 be referred back and that the actual policy be forwarded to Council. - CARRIED.

It was moved by Alderman Collins and seconded by Alderman Kiss.

RESOLVED: that Section 52 be referred back. -

YEAS: Aldermen Kiss, Copps, Christopherson, Collins, Wheeler, Smith. - 6.

NAYS: Mayor Morrow; Aldermen Valeriano, Hinkley, Cowell, Merling, Murray, Ross. - 7. LOST.

* * * * *

Recorded vote on Section 52.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Christopherson, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 13.

NAYS: Alderman Copps. - 1. CARRIED.

* * * * *

It was moved by Alderman Merling and seconded by Alderman Gallagher.

RESOLVED: that the following be added as Section 54.

"54. That the Ministry of Environment be advised that the City of Hamilton is opposed to the proposed transfer of eight (8) capacitors containing PCB oil and one (1) burned out capacitor, from Oakville to the City of Hamilton. - CARRIED.

* * * * *

(C) PARKS AND RECREATION COMMITTEE - ELEVENTH REPORT.

Recorded vote on Subsection (a) of Section 1.

YEAS: Mayor Morrow; Aldermen Cooke, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 13.

NAYS: Aldermen Kiss, Agro, Valeriano. - 3. CARRIED.

* * * * *

Recorded vote on Subsection (b) of Section 1.

YEAS: Mayor Morrow; Aldermen Cooke, Hinkley, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 12.

NAYS: Aldermen Kiss, Agro, Valeriano, Copps. - 4. CARRIED.

* * * * *

Recorded vote on Subsection (c) of Section 1.

YEAS: Mayor Morrow; Aldermen Cooke, Hinkley, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 12.

NAYS: Aldermen Kiss, Agro, Valeriano, Copps. - 4. CARRIED.

* * * * *

Recorded vote on Section 9.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, Valeriano, Hinkley, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 15.

NAYS: Alderman Copps. - 1. CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Gallagher.

RESOLVED: that Section 15 be amended by adding the following, after the word "Pavilion":

"subject to the following conditions:

(a) The sale of food and drink requires City approval under Parks By-law 77-221.

(b) Permission for use of the Dundurn Park has been granted subject to the following terms and conditions:

(i) Proof of \$1 million dollars Comprehensive General Liability Insurance for Property Damage and Bodily Injury, to be provided, same to be submitted 30 days in advance of the event and naming the City as additional insured.

(ii) That the applicant assume responsibility for all labour charges associated with the event (set-up, dismantling, clean up, etc.) as reported by the Parks Division and that a minimum charge of \$115.00 be paid in advance of the event. In this regard, the applicant will meet with the Parks Division Staff to determine needs, review estimated costs and cost recovery, and consider ways in which the above costs can be minimized.

(iii) That alcoholic beverages may be served in the confined and fenced area, immediately adjacent to the pavilion and upon receipt of approval of the Liquor Licence Board of Ontario.

- (iv) That special duty officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.
- (v) That a financial statement relative to the sale of alcoholic beverages be submitted within 30 days of the event. - CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Gallagher.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to consider a recommendation dealing with the payment of an Interim Account regarding the Lax Property Expropriation. - CARRIED.

* * * * *

It was moved by Alderman Murray and seconded by Alderman Gallagher.

RESOLVED: that the following be added as Section 20.

"20. That the Interim Account of Mr. I. Binnie, Counsel for the City of Hamilton in the Lax Property Expropriation, for the period from November, 1986 to May 29, 1987 in the amount of \$23,549.35 be paid.

NOTE: This amount includes total disbursements of \$692.85. Funds to be charged to Account No. 0325-0156 (Consultants Fees). - CARRIED.

* * * * *

It was moved by Alderman Gallagher and seconded by Alderman Merling.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the installation of playground equipment in Randall Neighbourhood Park. - CARRIED.

* * * * *

It was moved by Alderman Gallagher and seconded by Alderman Merling.

RESOLVED: that the following be added as Section 21.

"21. That approval be given for the purchase and installation of playground equipment for the Randall Neighbourhood Park, at an estimated cost of \$5,000.00, in accordance with the policy approved on May 13, 1986, and amended on October 20, 1986, by City Council, and that the cost for same be financed from the 'Reserve for Acquisition of Lands Under the Planning Act (Account #0380-11)'." - CARRIED.

* * * * *

(D) PLANNING AND DEVELOPMENT COMMITTEE - TWELFTH REPORT.

It was moved by Alderman Cowell and seconded by Alderman Wheeler.

RESOLVED: that Section 7 be referred back. - CARRIED.

It was moved by Alderman Gallagher and seconded by Alderman Ross.

RESOLVED: that Section 9 be amended by deleting the word "denied" in the second line and substituting in lieu thereof the word "approved". -

YEAS: Aldermen Cooke, Agro, Valeriano, Smith, Cowell, Gallagher, Merling, Ross. - 8.

NAYS: Mayor Morrow; Aldermen Kiss, Copps, Christopherson, Collins, Wheeler. - 6. CARRIED.

(D) PLANNING AND DEVELOPMENT COMMITTEE - THIRTEENTH REPORT.

Recorded vote on Section 4.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Copps, Christopherson, Wheeler, Smith, Ross. - 9.

NAYS: Alderman Gallagher. - 1. CARRIED.

It was moved by Alderman Ross and seconded by Alderman Murray.

RESOLVED: that Section 11 be referred back. - CARRIED.

Recorded vote on Bill D-81, A By-law to Amend Zoning By-law No. 6593 Respecting Land Municipally Known as No. 1491 Main Street East.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Collins, Wheeler, Smith, Cowell, Gallagher, Ross. - 10.

NAYS: Aldermen Copps, Christopherson. - 2. CARRIED.

It was moved by Alderman Ross and seconded by Alderman Cooke.

RESOLVED: that Section 24 be amended to include the following:

"Bill D-93 By-law to amend Zoning By-law No. 6593
Respecting Land Located at the North West
Corner of Rymal Road West and West 5th
Street." - CARRIED.

* * * * *

It was moved by Alderman Ross and seconded by Alderman Cooke.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for
this meeting of City Council in order to permit con-
sideration of a resolution respecting the Sale - Lot 4,
Plan M-352 - Hamilton Mountain Industrial Park #3 -
James Miles. - CARRIED.

* * * * *

It was moved by Alderman Ross and seconded by Alderman Cooke.

RESOLVED: that the following recommendation be added as Section 25:

"25. (a) That an Offer to Purchase the lands of The
Corporation of the City of Hamilton located on
Rymal Road East, duly executed on 1987 May 5 by
the Purchaser, James Miles, and scheduled for
closing on 1987 July 30, be approved and completed.

The purchase price is \$48,000.00. A deposit cheque,
in the amount of \$4,800.00, is being held by the City
Treasurer pending Council approval.

The property is composed of a vacant parcel of land
located on the southern limit of Rymal Road East
having a frontage of 46 metres (150.9 feet) by a
depth of 91.44 metres (300 feet) and containing an
area of 4 206.² (1.0303 acres).

(b) That Item #15 of the 20th Report of the Planning and
Development Committee, approved by City Council on
1986 September 30, be rescinded.

This transaction includes special building covenants,
agreements and restrictions which are set out on the
pages attached hereto as APPENDIX 'A'." - CARRIED.

NOTE: James Miles had executed an Option to Purchase Lot 4,
Plan M-352 on 1986 September 5, with the option to
exercise the purchase of same by 1987 April 8. Mr.
Miles inadvertently missed the deadline date of 1987
April 8 and through his Solicitor, Mr. Wilkins, approached
the City on 1987 April 24 to exercise the Option to
Purchase. According to Clause 3 of the Agreement dated
1986 September 5, if the option was not exercised by 1987
April 8, the Agreement would be null and void and no
longer binding upon the parties thereto.

As Mr. Miles wishes to proceed with the purchase of Lot 4, Plan M-352, the Real Estate Department has recommended approval of the Offer to Purchase agreement which contain the same terms and conditions as contained in the Option to Purchase agreement.

Mr. Miles plans to build a 5,000 square foot warehouse for lease purposes.

APPENDIX "A"

- 6.1 The Purchaser acknowledges to the Owner that the Purchaser realizes that in addition to the sale price payable in this Offer to Purchase, there may be municipal, regional, governmental or provincial charges, fees, levies and rates to be paid by the Purchaser; in particular, without limiting the generality of the foregoing, the Purchaser realizes that he may also be required after the transfer to him:
- (a) to pay municipal, realty and business taxes;
 - (b) to pay City Local Improvement Charges for City services such as streets, sidewalks and curbs;
 - (c) to pay Regional Local Improvement Charges for Regional services such as water supply, storm sewers and sanitary sewers;
 - (d) to pay Regional Special Charge (sewer impost fee), upon application for a building permit;
 - (e) to pay building permit application fee;
 - (f) to pay for storm and sanitary sewers, water lines, their connections and laterals under the street and under the Purchaser's property;
 - (g) to pay for the connection of all utilities to the premises;
 - (h) to prepare and obtain approval of site plans pursuant to The Planning Act prior to the issuance of a building permit and to enter into a site plan agreement, if requested by the municipality.
 - (i) to convey five percent (5%) of the land to the municipality for park purposes as a condition of development or redevelopment of the land for residential purposes;
 - (j) to apply for a re-zoning of the property in the event that the Purchaser's proposed use of the property is not permitted by the zoning by-law. Such application is subject to the approval of the City and the approval of the Ontario Municipal Board.
- 6.2 This Agreement may not be assigned by the Purchaser. In particular, and without limiting the generality of the foregoing statement, it is understood and agreed that only the Purchaser named herein shall take title on closing and the Purchaser does not have the right to direct the Owner to convey the land to the Purchaser in trust, to the Purchaser and another or to a new third party.

- 6.3 In consideration for the transfer of the hereinbefore described land to the transferee, in addition to payment of the sale price to the transferor, the transferee covenants and agrees to and with the transferor;

1. That the transferee shall commence construction of a building, having a minimum building area of 5,000 square feet, upon the hereinbefore described land by not later than January 31, 1988.

Building area is the greatest horizontal area of a building within the outside surface of the exterior walls. Construction is considered commenced when the foundations have been installed as determined by the Office of the Building Commissioner.

2. That the transferee shall complete construction of the said building by not later than January 31, 1989.

The building is considered completed upon the issuance by the Office of the Building Commissioner of a Final Inspection Report.

3. That no transfer of the hereinbefore described land shall be made by the transferee until The Corporation of the City of Hamilton confirms that covenants 1 and 2 have been complied with.
4. In the event that the transferee does not comply with covenants 1 and 2 or either of them by the date(s) set out therein, the transferee covenants and agrees that the transferee shall sell the lands to the transferor, free and clear of all charges, encumbrances, liens, claims or adverse interests whatsoever - if requested by the transferor, for the sale price herein, (without any interest - less (a) the deposit; (b) the commission paid (if any by the transferor to a real estate agent); (c) arrears of realty taxes, including the local improvement charges, penalty and interest owing on them - and further, without increase or compensation for costs of any improvements, additions, alterations, services or structures on, in or under the said lands.
5. The said transferor as registered owner, and the said transferee hereby apply to request and authorize the Land Registrar to have Notice of the covenants set out above entered on the Register of the land being transferred herein to the said transferee.

- 6.4 The Purchaser agrees that the restrictions, covenants and agreements in paragraph 6.3 shall not merge upon the closing of this transaction but shall continue in full force and effect for the benefit of the Vendor, its successors and assigns.

- 6.5 The Purchaser agrees that the transfer to him which he shall execute shall be subject to and include said paragraph 6.3 and its restrictions, covenants and agreements.

(E) LEGISLATION COMMITTEE - TENTH REPORT.

It was moved by Alderman Valeriano and seconded by Alderman Wheeler.

RESOLVED: that Section 15 be referred back. - CARRIED.

* * * * *

Recorded vote on Section 22.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Agro, Valeriano, Hinkley, Christopherson, Collins, Wheeler, Smith, Cowell, Murray, Ross. - 13.

NAYS: Alderman Copps. - 1. CARRIED.

* * * * *

It was moved by Mayor Morrow and seconded by Alderman Cowell.

RESOLVED: that the following be added as Section 29.

"29. (a) That long distance telephone calls, other than for civic and regional business, not be charged to the City of Hamilton.

(b) That City Hall telephone numbers not be advertised for any other purpose but civic and regional business. - CARRIED.

* * * * *

It was moved by Alderman Cooke and seconded by Alderman Agro.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a matter respecting Pit Bull Terriers. - CARRIED.

* * * * *

It was moved by Alderman Cooke and seconded by Alderman Murray.

RESOLVED: that the following be added as Section 30.

"30. WHEREAS in light of mounting evidence that Pit Bull Terriers have an aggressive predisposition and if trained and handled improperly can pose a significant safety hazard to persons and animals alike;

BE IT RESOLVED, that the Animal Control Sub-Committee be reconstituted to examine the adequacy of existing City legislation as it pertains to the care and control of the breed, and that Alderman Murray be added to this Sub-Committee, and

THAT the Sub-Committee incorporate a total review of the issue including the incidence of Pit Bull attacks in Hamilton and across North America and consult with the S.P.C.A., local breeders and Kennel Clubs and conduct a public meeting with the community to hear input.

THAT the Sub-Committee report its findings and recommendations to the Legislation Committee and to City Council within 60 days. - CARRIED.

* * * * *

It was moved by Alderman Christopherson and seconded by Alderman Agro.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the Auto Pact. - CARRIED.

* * * * *

It was moved by Alderman Christopherson and seconded by Alderman Agro.

RESOLVED: that the following be added as Section 31.

"31. WHEREAS, the Greater Hamilton area has up to 20,000 jobs vulnerable to a weakening of The Canada/U.S. Auto Pact; and

WHEREAS, the Council of the City of Hamilton has unanimously endorsed on January 19, 1987, the Automotive Mayor's Caucus resolution calling for the retention and improvement of the Auto Pact to preserve the Canadian Auto Industry; and

WHEREAS, a recent U.S. Congressional Memo suggests the Auto Pact can be effectively dismantled and reduced to a shell through Free Trade negotiations; and

WHEREAS, the elimination of Canada's right to threaten and impose auto tariffs leaves Canadians unable to protect the benefits of the Auto Pact;

BE IT THEREFORE RESOLVED, that Hamilton City Council, through Mayor Morrow's Office, immediately telegraph the Prime Minister stating our strongest objection to any Government action that directly or indirectly has the effect of weakening the protections contained in the Canada/U.S. Auto Pact. -

YEAS: Mayor Morrow; Aldermen Kiss, Agro, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith. - 10.

NAYS: Aldermen Cooke, Cowell, Murray. - 3. CARRIED.

* * * * *

(G) FINANCE COMMITTEE - TENTH REPORT.

It was moved by Alderman Hinkley and seconded by Alderman Murray.

RESOLVED: that Subclause (i) of Subsection (a) of Section 14 be amended by deleting the amount "500" in the first line and inserting in lieu thereof the amount "\$5,000." -

YEAS: Mayor Morrow; Aldermen Hinkley, Gallagher, Murray. - 4.

NAYS: Aldermen Cooke, Kiss, Agro, Valeriano, Copps, Christopherson, Collins, Wheeler, Smith. - 9. LOST.

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(H) FINANCE COMMITTEE - ELEVENTH REPORT.

It was moved by Alderman Valeriano and seconded by Alderman Cooke.

RESOLVED: that Section 1 be amended by changing the figure "\$4,055,000." in the fourth line to "5,690,000", and adding the year "1987" after the year "1986" in the fifth line. - CARRIED.

* * * * *

Recorded vote on Section 1, as amended:

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Cowell, Gallagher, Murray, Ross. - 13.

NAYS: 0. - CARRIED.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman Murray.

RESOLVED: that Rule 8 of Procedural By-law 82-203 be invoked for this meeting of City Council in order to permit consideration of a resolution respecting the Ontario Municipal Board. - CARRIED.

* * * * *

It was moved by Alderman Hinkley and seconded by Alderman Murray.

WHEREAS, the Ontario Municipal Board has recently made two questionable decisions that challenge the City of Hamilton's prerogatives to deliver services and provide a secure financial tax base for its citizens;

AND WHEREAS, these two decisions made by the Ontario Municipal Board threaten the electoral process and the financial stability of our community;

AND NOTWITHSTANDING the City of Hamilton's resolve to appeal these decisions to the fullest extent possible;

THAT the City Council urgently and strongly urges The Honourable Ian Scott, Attorney General, and The Honourable Bernard Grandmaitre, Minister of Municipal Affairs, to review the decisions of the Ontario Municipal Board with respect to the City's Twin Pad Arena project and the Dofasco assessment reduction of over 5½ million dollars in taxes;

AND THAT the Minister be requested to strike a Legislative Committee to review the competency, mandate and scope of the decision making given to the Ontario Municipal Board;

AND THAT this resolution be circulated to all area M.P.P.'s and the Association of Municipalities of Ontario. -

* * * * *

It was moved by Alderman Wheeler and seconded by Alderman Collins.

RESOLVED: that the motion by Alderman Hinkley, respecting questionable decisions of the Ontario Municipal Board, be amended to include reference to the decision of the Ontario Municipal Board to the rezoning of a property on Greenhill Avenue and King Street East. -

YEAS: Mayor Morrow; Aldermen Kiss, Valeriano, Copps, Christopherson, Collins, Wheeler. - 7.

NAYS: Aldermen Cooke, Hinkley, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 8. LOST.

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The above resolution of Aldermen Hinkley/Murray regarding the Ontario Municipal Board was then carried.

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(I) HIS WORSHIP MAYOR ROBERT M. MORROW - THIRD REPORT.

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It was moved by Alderman Wheeler and seconded by Alderman Collins.

RESOLVED: that Alderman P. Cowell be appointed Acting Mayor for the month of July, 1987. - CARRIED.

It was moved by Alderman Wheeler and seconded by Alderman Collins.

RESOLVED: that the Report of the Committee of the Whole on the above reports, as amended, and resolutions, be adopted. -

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 15.

NAYS: 0. - CARRIED.

It was moved by Alderman Wheeler and seconded by Alderman Collins.

RESOLVED: that the following Bills be now read a first time.

A-21, A-22,
B-46, B-47,
D-77, D-78, D-79, D-80, D-81, D-82, D-83, D-84, D-85,
D-86, D-87, D-88, D-89, D-90, D-91, D-92, D-93,
E-9, E-10 - CARRIED.

It was moved by Alderman Wheeler and seconded by Alderman Collins, and carried, that Council move into Committee of the Whole (second reading) to consider the following Bills, with Alderman Smith in the chair.

A-21, A-22
B-46, B-47,
D-77, D-78, D-79, D-80, *D-81, D-82, D-83, D-84, D-85,
D-86, D-87, D-88, D-89, D-90, D-91, D-92, D-93,
E-9, E-10.

*Recorded vote on Bill D-81.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 13.

NAYS: Aldermen Copps, Christopherson. - 2. CARRIED.

Consideration of the Bills (second reading).

It was moved by Alderman Wheeler and seconded by Alderman Collins.

RESOLVED: that the report of the Committee of the Whole (second reading) on the Bills be adopted. -

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. -15.

NAYS: 0. - CARRIED.

* * * * *

It was moved by Alderman Wheeler and seconded by Alderman Collins.

RESOLVED: that the following Bills be now read a third time.

A-21, A-22,
B-46, B-47,
D-77, D-78, D-79, D-80, D-81, D-82, D-83, D-84, D-85,
D-86, D-87, D-88, D-89, D-90, D-91, D-92, D-93,
E-9, E-10 - CARRIED.

* * * * *

NOTICE OF MOTION

It was moved by Alderman Hinkley and seconded by Alderman Valeriano.

RESOLVED: that the Legislation Committee be directed to discuss the format, proceedings and agenda items of City Council meeting. -

YEAS: Mayor Morrow; Alderman Cooke, Kiss, Agro, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 16.

NAYS: 0. - CARRIED.

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City Council then went into in-camera session at 11:50 p.m. to deal with the FIFTH Report of the City of Hamilton Licensing Committee.

* * * * *

At 12.20 a.m. City Council returned to open session and it was moved by Alderman Wheeler and seconded by Alderman Collins, and carried, that Council move into Committee of the Whole to consider the FIFTH Report of the City of Hamilton Licensing Committee, with Alderman Smith in the chair.

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps, Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher, Merling, Murray, Ross. - 15.

NAYS: 0. - CARRIED.

* * * * *

(H) CITY OF HAMILTON LICENSING COMMITTEE - FIFTH REPORT.

* * * * *

It was moved by Alderman Wheeler and seconded by Alderman Collins.

RESOLVED: that the report of the Committee of the Whole on the FIFTH
Report of the City of Hamilton Licensing Committee be adopted. -

YEAS: Mayor Morrow; Aldermen Cooke, Kiss, Valeriano, Hinkley, Copps,
Christopherson, Collins, Wheeler, Smith, Cowell, Gallagher,
Murray, Ross. - 14.

NAYS: 0. - CARRIED.

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City Council adjourned at 12.35 a.m.

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REPORT OF THE EXECUTIVE COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Executive Committee presents its THIRTEENTH Report for 1987 and respectfully recommends:

1. (a) That the construction of the following works as local improvements as a City initiative pursuant to Section 12 of The Local Improvement Act be proceeded with:
 - i) Combined sidewalk and curb on the north side of Federal Street from Berkindale Drive to approximately 38 m easterly at an estimated owner's share of \$1 244.40 as well as the city's share of \$6 755.60 for a gross cost of \$8 000.
 - ii) Finished roadway, combined sidewalks and curbs (both sides) on Federal Street from Grays Road to approximately 48 m westerly at a gross cost of \$40 300. which is 100% city's share.
 - iii) Finished roadway on Federal Street from Berkindale Drive to approximately 40 m easterly at an estimated owner's share of \$11 371.03 as well as a city's share of \$8 628.97 for a gross cost of \$20 000.
- (b) That the City Solicitor be authorized to make application to the Ontario Municipal Board for approval of this project at an estimated cost of owner's share of \$12 615.43 as well as city's share of \$55 684.57 by the issuance of debentures totalling \$68 300. for a period not to exceed 15 years and further that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the total amount of \$68 300. for a term not to exceed 15 years for this project.
- (c) That the Commissioner of Engineering be authorized to construct these works on behalf of the City of Hamilton, once all the necessary approvals have been received.
- (d) That the City Clerk and City Treasurer be directed to give the necessary notice of the Council's intention to undertake these works.
- (e) That the City of Stoney Creek be requested to pass a by-law to establish and lay out that portion of Federal Street from the City of Hamilton limits to Grays Road.

- (f) That the City of Hamilton be responsible for all costs associated with the construction and maintenance of that portion of Federal Street in the City of Stoney Creek.
- (g) That the City of Hamilton enter into an agreement with the City of Stoney Creek to the satisfaction of the City Solicitor regarding the construction, maintenance and indemnification requirements with respect to the portion of Federal Street in the City of Stoney Creek.

NOTE: The Transport and Environment Committee approved this project at its meeting held June 15, 1987.

This Project is included in the 1987 - 1991 Capital Budget as part of Project No. 37000, City's Share and Project No. 87000 - Owner's Share.

- 2. (a) That the construction of an independent concrete sidewalk on the west side of Acadia Drive from approximately 56 m south of Butler Drive to approximately 68 m southerly as a local improvement on petition pursuant to Section 11 of The Local Improvement Act be proceeded with at an estimated owner's share of \$5 072. as well as a city's share of \$628 for a gross cost of \$5 700. as provided in the 1987 portion of the 1987 - 1991 Capital Budget as Project No. 87000 - Owner's Share and Project No. 37000 - City's Share.
- (b) That the City Solicitor be authorized to make application to the Ontario Municipal Board for approval of this project at an estimated cost of owner's share of \$5 072. as well as city's share of \$628. by the issuance of debentures totalling \$5 700 for a period not to exceed 15 years and further that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the total amount of \$5 700 for a term not to exceed 15 years for this project.
- (c) That the Director of Public Works be authorized and directed to construct these works once all the necessary approvals have been received.

NOTE: The Transport and Environment Committee approved this project at its meeting held June 15, 1987.

- 3. (a) That the construction of a finished roadway and concrete curbs on Ferguson Avenue from approximately 64 m north of Burlington Street to Dock Service Road as a City initiative pursuant to Section 12 of The Local Improvement Act be proceeded with at an estimated owner's share of \$83 272.50 as well as a City's share of \$74 727.50 for a gross cost of \$158 000 as provided for in the 1987 portion of the 1987 - 1991 Capital Budget as Project No's 87000 - Owner's Share and 37000 - City's Share.

- (b) That the City Solicitor be authorized to make application to the Ontario Municipal Board for approval of this project at an estimated cost of owner's share of \$83 272.50 as well as City's share of \$74 727.50 by the issuance of debentures totalling \$158 000 for a period not to exceed 15 years and further that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the total amount of \$158 000 for a term not to exceed 15 years.
- (c) That the Commissioner of Engineering be authorized to construct these works on behalf of the City of Hamilton once all the necessary approvals have been received.
- (d) That the City Clerk and City Treasurer be directed to give the necessary notice of the Council's intention to undertake this work.

NOTE: The Transport and Environment Committee approved this project at its meeting held June 15, 1987.

- 4. (a) That the construction of an independent concrete sidewalk on the south of Main Street West from Filman Road to approximately 56 m east of 1967 Main Street West as a local improvement as a City initiative pursuant to Section 12 of The Local Improvement Act be proceeded with at an estimated owner's share of \$19 157.76 as well as a City's share of \$22 142.24 for a gross cost of \$41 300. as provided for in the 1987 portion of the 1987 - 1991 Capital Budget as Project Nos. 87000 - Owner's Share and 37000 - City's Share.
- (b) That the City Solicitor be authorized to make application to the Ontario Municipal Board for approval of this project at an estimated cost of owner's share of \$19 157.76 as well as City's share of \$22 142.24 by the issuance of debentures totalling \$41 300. for a period not to exceed 15 years and further that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the total amount of \$41 300. for a term not to exceed 15 years for this project.
- (c) That the Commissioner of Engineering be authorized to construct these works on behalf of the City of Hamilton, once all the necessary approvals have been received.
- (d) That the City Clerk and City Treasurer be directed to give the necessary notice of the Council's intention to undertake these works.

NOTE: The Transport and Environment Committee approved this project at its meeting held June 15, 1987.

5. (a) That the construction of the following works as local improvements as a City initiative pursuant to Section 12 of The Local Improvement Act be proceeded with:
- i) Finished roadway on Limeridge Road from approximately 49 m east of the centreline of Kingfisher Drive to Upper Wentworth Street including the realignment of the Limeridge Road and Kingfisher Drive intersection at an estimated Owner's Share of \$81 610.90 as well as a City's Share of \$363 389.10 for a gross cost of \$445 000.
 - ii) Sidewalks and curbs on the south side of Limeridge Road from the east limit of 376 Limeridge Road East to Upper Wentworth Street at an estimated Owner's Share of \$21 836.50 as well as a City's Share of \$8 163.50 for a gross cost of \$30 000.
 - iii) Sidewalks and curbs on the north side of Limeridge Road from approximately 49 m east of the centreline of Kingfisher Drive to Upper Wentworth Street at an estimated Owner's Share of \$19 526.20 as well as a City's Share of \$21 473.80 for a gross cost of \$41 000.
- (b) That the City Solicitor be authorized to make application to the Ontario Municipal Board for approval to construct these projects at an estimated cost of owner's share of \$122 973.60, as well as City's share of \$393 026.40 by the issuance of debentures totalling \$516 000 for a period not to exceed 15 years and further that application be made to the Regional Municipality of Hamilton-Wentworth to issue debentures in the total amount of \$516 000 for a term not to exceed 15 years for this project.
- (c) That the contingency within the Capital Budget be reduced by \$261 000, the amount this project exceeds the approved capital budget appropriation.
- (d) That the Commissioner of Engineering be authorized to construct these works including the realignment of the Limeridge Road and Kingfisher Drive intersection on behalf of the City of Hamilton, once all the necessary approvals have been received.
- (e) That the City Clerk and City Treasurer be directed to give the necessary notice of the Council's intention to undertake these works.

- (f) That the necessary By-law be prepared by the City Solicitor and the City Clerk be authorized and directed to advertise this By-law as required by Section 301 of The Municipal Act, outlining the City's intention to proceed with the altering of Limeridge Road from Kingfisher Drive to Upper Wentworth Street.

NOTE: The Transport and Environment Committee approved this Project at its meeting held June 15, 1987.

This project is included in the 1987 - 1991 Capital Budget as part of Project No. 37000 - City's Share and Project No. 87000 - Owner's Share.

6. (a) That the Commercial Facade Loan Programme be proceeded with at a gross cost of \$800 000 as provided for in the 1987 portion of the 1987 - 1991 Capital Budget as Project Numbers 36002-A and 36002-B.
- (b) That the cost of this Programme be financed from the Reserve for Capital Projects, Account No. 0280-27.

NOTE: The Planning and Development Committee approved this Project at its meeting held May 27, 1987.

The Commercial Facade Loan Programme provides owners of commercial properties located in Business Improvement Areas (B.I.A.'s), loans of \$15 000 per municipal address to a maximum of \$50 000 per owner at an interest rate of one-half of the City's prime borrowing rate, amortized over 10 years.

7. (a) That a Purchase Order to issued to the Regional Municipality of Hamilton-Wentworth in the sum of \$645 400. for the design and relocation of services as a result of the closure of York Boulevard, South Branch, sale of the said lands to Cadillac Fairview and ultimate use of same as part of The Hamilton Eaton Centre.
- (b) That the City's share of the relocation costs (50% of the total) in the sum of \$322 700 be financed from the proceeds to be derived from the sale of the Lands - Reserve for Property Purchases Account No. 0280-02.

NOTE: One half of the cost of relocating the services will be the responsibility of Cadillac Fairview, who will reimburse the City when the relocation is complete.

The services to be relocated include a sewer, watermain, hydro and telephone plant and sidewalk extensions.

This road allowance has legally been closed and Offers to Purchase the land have been entered into between Cadillac Fairview and the City and approved by City Council. These transactions are scheduled to be finalized between July 16th and August 16th, 1987. The closing of these transactions will result in revenue to the City of \$554 750.

The Agreement between the parties as approved by City Council stipulates that Cadillac Fairview and the City will share equally in the cost of relocating the services. The estimated cost to undertake this work has been developed by the Regional Engineering Department in the sum of \$645 400. The City's share would therefore be \$322 700. The Offers to Purchase between Cadillac and the City calls for the City to pay the costs "up front" and then invoice Cadillac when the job is complete.

8. That authorization be given to Cadillac Fairview as agent for the City to enter into an agreement with Mrs. A. Kostrich, owner of the Royal Tavern at 94 MacNab Street North for use of the air rights over the Tavern property on the following terms and conditions:
 - (a) The term of the air rights agreement shall be June 15, 1987 to October 31, 1987.
 - (b) Compensation shall be paid to Mrs. Kostrich in the sum of \$6 000. for the use of the air rights.
 - (c) The City shall be responsible for the payment of legal fees to Mr. Neil Smith, Solicitor, who represented the Royal Tavern during negotiations, in the sum of \$750.
 - (d) Mrs. Kostrich will agree not to make any claim against the City, for any interference caused, by the presence and operation of the cranes upon the reception received by a satellite television dish located on the roof of the Tavern.
 - (e) The City shall agree, that in the event the permanent parkade structure, which will tower seven stories above the Royal Tavern, interferes with the reception currently obtained by the satellite television dish on the roof of the Tavern, the City shall relocate the existing satellite dish to another location on the roof of the tavern building so that better reception is obtained.

NOTE: In connection with the construction of the York Boulevard Parkade, it has become necessary to pursue an agreement with the owners of the property known as the Royal Tavern located at the south-east corner of MacNab Street North and Vine Street, for lease of the air rights above the said property. This lease of air rights is required by the City in order for the large crane used in the construction of the parkade to swing through the air space above the Royal Tavern.

An agreement has been reached with Mrs. A. Kostrich owner of the Tavern on the terms and conditions recited in the resolution portion.

The construction of the parkade is far more economical to the City by allowing the crane to swing over the Tavern property. In fact, the construction contract was tendered on the basis, that these rights could be obtained.

The alternative of not obtaining these rights would not only create a far greater cost to the City, but would also delay the completion of the project. In addition, it would be necessary to employ the use of a further, more portable crane, to complete the project.

The cost of entering into the Air Rights Agreement will be funded through the Contingency included in the overall budget for this project and processed via a Change Order.

9. (a) That the City of Hamilton participate in "Exposition '88" February 15 - 19, 1988.
- (b) That Mayor Morrow or his designate be authorized to attend the "Winter Cities Showcase '88" in Edmonton, February 13 - 19, 1988.
- (c) That Mayor Morrow be authorized to attend the "Third Winter Cities Conference of Northern Mayors" February 13 and 14, 1988 and to express interest in joining this prestigious group.
- (d) That Mayor Morrow address the "Forum '88" Conference.
- (e) That Mayor Morrow address the International Winter Cities Advisory Committee and extend an invitation that the next International Winter Cities event (i.e. conference, exhibition of industrial products and meeting of Northern Mayors) be held in Hamilton.

NOTE: The following steps will be taken in order to have the City of Hamilton participate in the "Winter Cities Showcase '88" in the City of Edmonton:

- (i) A letter to Edmonton informing the Corporation of the Mayor's intention to attend the "Winter Cities Showcase '88"
- (ii) Prepare a summary of all pertinent materials and information related to the City of Hamilton and the topic of the Conference.
- (iii) Prepare Terms of Reference of establishing a "Hamilton Winter City Conference and Exhibition" Committee.
- (iv) Contact the Hamilton and District Chamber of Commerce for their participation in "Exposition '88".
- (v) Contact all relevant Municipal and Regional Departments for their participation in "Exposition '88".
- (vi) Establish an Ad-hoc Committee to gather and co-ordinate exhibition materials for the City of Hamilton booth at "Exposition '88" in Edmonton.

10. That the City of Hamilton guarantee the payment of approximately \$1 800. for shuttle bus service between the Holiday Inn, Burlington and McMaster University required in connection with the Civic Reception for the performers and sponsors of the 1987 Hamilton International Air Show.

NOTE: For the information of the Members of City Council, the Executive Committee feels that these costs should be assumed by the Regional Municipality of Hamilton-Wentworth however, in order for arrangements to be finalized, the Executive Committee agreed to guarantee the payment of these costs.

11. That leave be granted to introduce the following Bills:

- (a) Bill A-21 : A By-law to Authorize the Establishment of Bicycle Paths and/or Lanes - Phase II.
- (b) Bill A-22 : A By-law to Confirm Proceedings of the Council of the Corporation of the City of Hamilton.

Respectfully Submitted

MAYOR R. M. MORROW, CHAIRMAN
EXECUTIVE COMMITTEE

J. J. Schatz, Secretary
Executive Committee

1987 June 18
/dg

REPORT OF THE TRANSPORT AND ENVIRONMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council.

The Transport and Environment Committee presents its TENTH Report for 1987 and respectfully recommends:

1. (a) That a purchase order be issued to Scholten's Farm Equipment Ltd., Simcoe in the amount of \$10 386.36 including applicable taxes for the supply and delivery of one (1) 1987 Diesel Industrial Tractor in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of six (6) tenders received. Funds have been provided in Reserve for Capital Projects Account 0280-28.

Due to the fact that this item is required immediately and there is no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision is to be reported to the next regular meeting of City Council".

- (b) That purchase order be issued to Alrick Equipment Limited, Brantford in the amount of \$10 623.82 including applicable taxes, for the supply and delivery of One (1) Self-Powered High Pressure Cleaner for Central Garage, in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Only tender received. Funds have been provided in Reserve for Capital Projects Account #0280-28.

- (c) That a purchase order be issued to Colin Howard (Sales) Inc. Hamilton in the amount of \$32 716.25 including applicable taxes for the supply and delivery of one (1) Universal Lathe in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of eight (8) tenders received. Funds have been provided in New Equipment, Central Garage Account 0408-L7522.

Due to the fact that this item is required immediately and there is no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision is to be reported to the next regular meeting of City Council".

- (d) That a purchase order be issued to Hydrotech Membrane Corporation, Markham for the supply and delivery of Crack Sealant as and when required during 1987 at \$843.09 per tonne including applicable taxes, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of five (5) tenders received. Funds have been provided in Crack Sealing Material Account 0350-1223 (through operating account 0393-3323).

Due to the fact that this item is required immediately and there is no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision is to be reported to the next regular meeting of City Council".

- (e) That a purchase order be issued to Norjohn Ltd., Thorold for the supply and delivery of asphalt emulsions for the Public Works Department, for the period May 1 to December 31, 1987, in accordance with specifications issued by the Regional Engineering Department on behalf of the Region and the City, as follows:

CRS-2 Delivered - \$0.2762 per litre
CRS-2 Picked up - \$0.2630 per litre
Provincial sales tax is extra at 7%.

NOTE: Lowest of two (2) tenders received. Funds provided in Stock Inventory Account 0393-3323.

Due to the fact that this item is required frequently and there is no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision is to be reported to the next regular meeting of City Council".

- (f) That a purchase order be issued to Turf Care, Division of R.M.C. Equipment, Markham, in the amount of \$17 944.84 including applicable taxes for the supply and delivery of one (1) Toro Greenmaster III complete, Central Garage in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of two (2) tenders received. Funds have been provided in Reserve for Capital Projects Account 0280-28.

Due to the fact that this item is required for summer grass cutting and there is no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision is to be reported to the next regular meeting of City Council".

- (g) That a purchase order be issued to Fortran Traffic Systems Ltd., Scarborough, for the supply and delivery of Pre-Timed and Vehicle Actuated Traffic Controllers as and when required during 1987, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender, as follows:

Pre-Timed Traffic Controllers	- \$5 887 each
Vehicle Actuated Traffic Controllers	- \$7 605 each
Less 1% discount, plus 7% PST	

NOTE: Only tender received. Funds provided in Stock Materials - Signals Account 0394-3323.

Due to the fact that this item have a long delivery time and there is no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision is to be reported to the next regular meeting of City Council".

- (h) That purchase orders be issued for the rental of Concrete Saws with Operators and Asphalt Planers with Operators, in accordance with specifications issued by the Manager of Purchasing and Vendor's tenders, as follows:

CONCRETE SAW WITH OPERATOR

- i. Graff Diamond Products, Limited, Brampton - \$70 per hour plus \$70 per day travel
- ii. Delta Ready Mix Limited, Hamilton - \$85 per hour plus \$80 per hour travel

Supplier #2 will only be used if the equipment and operator from Supplier #1 is unavailable.

ASPHALT PLANER WITH OPERATOR

- i. Johnson ReCycling International, Toronto - \$87 per hour plus \$60 including truck and float
- ii. Hardrock Paving Co., Port Colborne - \$125 per hour plus \$125 each way mobilization/demobilization

Supplier #2 will only be used if the equipment and operator from Supplier #1 is unavailable.

NOTE: i. Lowest two of four (4) tenders received.
ii. Lowest two of four (4) tenders received. 50% of this cost will be shared by the Region. Funds provided in Hired Equipment, Base and Surface Road Repair Accounts 0350-1388 City and 0349-1388 Region.

- (i) That a purchase order be issued to Motorola Limited, Hamilton in the amount of \$12 230.10 including applicable taxes, for the supply and delivery of Portable Mobile Radios and accessories in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest acceptable of two (2) tenders received. Funds provided in General Park Maintenance Account 0364-0573 (\$7 338.06) and Chedoke Golf Course Maintenance Account 0364-2673 (\$4 892.04).

2. That the account submitted by Dufferin Construction Company in the sum of \$17 851.25 be approved for payment.

NOTE: The above sum represents the extra costs incurred by Dufferin Construction Company as a result of the Company being asked to cease rock crushing and having to remove, at the request of the City, uncrushed concrete from the former Hill Street Public Works Yard. Account No. 0280-02, Reserve for Property Purchases is to be used to finance the payment of this account.

3. That an Offer to Purchase duly executed by Victoria Adomako on May 7, 1987 and scheduled for closing on August 17, 1987 for the purchase of surplus land at 17 Dundurn Street South in the amount of \$5 000 be approved and completed.

NOTE: The subject property measures 104.59 feet (31.88 metres) by a depth of seven feet (2.13 metres) more or less, being the easterly seven feet of Parts 1, 2 and 3 on Plan 62R-3186. Part 3 is subject to a right-of-way in favour of the property to the south. The proceeds of this sale are to be credited to account 0280-02. A deposit cheque in the amount of \$500 is being held by the City Treasurer pending approval of this transaction.

4. (a) That an Option to Purchase part of the property at 1129 Upper Wentworth Street executed by the owner, Mary I. Taylor on May 25, 1987 and scheduled for closing on August 19, 1987, be approved and completed.

NOTE: This property which is required for the construction of sidewalks on the east side of Upper Wentworth from Limeridge Road East to South Park Avenue has a frontage along the easterly limit of Upper Wentworth Street of 118 feet (35.9 metres) more or less by a depth of 27 feet (8.22 metres) more or less. The purchase price of \$8 500 is to be charged to account 0406-172686 in which sufficient funds are available to provide for this closing.

Consideration in the amount of \$1 has been paid to the owner, and pursuant to the agreement, forms part of the purchase price.

- (b) Upon completion of this transaction, the City Solicitor be directed to convey these lands to the Region, to be incorporated into the road allowance of Upper Wentworth Street.

5. That an Option to Purchase land from the Hamilton-Wentworth Roman Catholic Separate School Board executed on March 5, 1987 and scheduled for closing on or before August 17, 1987 be completed.

NOTE: "The subject parcel of vacant land forms a part of 1385 Upper Wentworth having a width of 10.05 m (33') more or less, by a depth of 24.20m/24.13m (79.42'/79.18') more or less containing an area of 243 m² (2617 sq.ft.) more or less and shown as Part 1 on Plan Y-17573 for the purchase price of \$1.

It is understood and agreed that a one foot reserve will be established along the boundaries of the proposed roadway in order for the City to recover any costs expended in establishing the finished road, sidewalks, curbs, light standards, water and sewer services and the cost of acquiring the land for the said road. However, in this particular transaction only where the remaining lands of the Hamilton-Wentworth Roman Catholic Separate School Board are to be used for school purposes, the cost to acquire the 1' reserve will be \$1.

The above mentioned cost of \$1 to purchase the 1' reserve represents 50% of the cost of establishing the finished road, sidewalks, curbs, light standards, water and sewer services and the cost of acquiring the land for the said road."

6. That an Offer to Purchase the road allowance of Terra Cotta Avenue, executed by officials of the Regional Municipality of Hamilton-Wentworth on May 11, 1987 and scheduled to close 60 days after the enactment of a by-law to stop up, close and sell that portion of Terra Cotta Ave., shown as Part 10 on Plan 62R-8119, containing 3676.2m² (39,571.58 sq.ft.) be approved and completed.

NOTE: It is understood and agreed that the Purchaser is responsible for the disposition of the existing watermain at his own expense, to the satisfaction of the Commissioner of Engineering.

The purchase price of \$78 576 is to be credited to Account No. 0280-02.

7. That an Agreement by Owner to Accept Compensation for the real property known as part of 2794 King Street East executed by William, J. Nash and Evelynne I. Nash for all interest in the parcel of land described as Part 9 on Expropriation plan P-1410 registered on December 16th, 1981 as Instrument No. 203918 C.D. pursuant to the expropriation of a portion of the rear lands at 2794 King Street East be approved.

NOTE: This agreement was executed on May 13th, 1987 by William J. Nash and Evelynne I. Nash and is scheduled to close on August 5th, 1987.. This parcel of land having a total area of about 171.82m² (1850 sq.ft.) and shown as Part 9 on Expropriation plan P-1410, registered on December 16th, 1981 as Instrument No. 203918 C.D. was expropriated by the City for roadway purposes. The total compensation of \$1 700 plus interest pursuant to the Expropriations Act in accordance with the attached Schedule "A" is to be charged to Account No. 0280-02.

8. (a) That, when concrete approach ramps are being installed by the City, the abutting property owner be requested and responsible for temporarily removing the first 3 rows of pavers adjacent to the sidewalk, prior to the construction of the approach ramp.
- (b) That the property owner be responsible for replacing the Brick Pavers after the construction of the approach ramp has been completed.
9. (a) That garbage collection in the following alleys cease and that a curb-side street collection be used in its place:
 - Alley #1 - Alley in the block bounded by Duke Street, Bold Street, James Street South and MacNab Street South
 - Alley #2 - Alley in the block bounded by Barton Street East, Murray Street East, Catharine Street North, and Mary Street
 - Alley #3 - Alley in the block bounded by Stinson Street, Alanson Street, Emerald Street South and Blythe Street
 - Alley #4 - Alley in the block bounded by Wilson Street, Cannon Street East, Gibson Avenue and Chestnut Avenue
- (b) That staff formally notify the residents affected in person or by written notice of why this change is happening and when it will take effect.
10. That the account of Pannell Kerr MacGillivray Chartered Accountants dated May 26, 1987 in the amount of \$480 for services rendered January 23, 1986 to May 26, 1987 be paid.

NOTE: Pannell Kerr MacGillivray (formerly Spicer MacGillivray) are providing the City with accounting advice and will be providing expert evidence regarding the \$238 579 business loss claim of Salvage Variety Store in this expropriation. This account follows an earlier account of January 22, 1986 in the amount of \$501.25 for services rendered from October 31, 1985 to January 22, 1986. As this project has been taken over by the Region, reimbursement will be received from the Region.

11. That the Mayor and City Clerk be authorized to execute a Garbage Collection Agreement between The corporation of the City of Hamilton and West Hills Co-operative Homes Inc. for the collection of garbage at 701 Stone Church Road West, Hamilton.

NOTE: This Agreement will require the Applicant to indemnify and save the City harmless against any loss, and to purchase and file with the City Clerk an insurance policy to this effect, such policy to be in an amount satisfactory to the City Solicitor. The City's Garbage By-law No. 66-182 provides for such collection.

- *12. (a) That the "Hamilton-Wentworth Creative Arts" organization be permitted to display a promotional banner across Main Street West, in front of City Hall, from November 16, 1987 to November 30, 1987, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:

"Winter Festival of Friends - Christmas Craft Show³ and Sale Convention Centre - November 25-29"

- (b) That the "City of Hamilton Department of Public Works" be permitted to display a promotional banner across Main Street West, in front of City Hall, from December 13, 1987 to December 21, 1987, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:

"Don't Be Slow - Clear Your Snow"

- (c) That the "Opera Hamilton" organization be permitted to display a promotional banner across Main Street West, in front of City Hall, from April 25, 1988 to May 2, 1988, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:

"Faust - Opera Hamilton, April 28 & 30, 1988, Call 527-0098"

*RECORDED VOTE, SEE PAGE

- (d) That the "Opera Hamilton" organization be permitted to display a promotional banner across Main Street West, in front of City Hall, from February 15, 1988 to February 22, 1988, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:

"Popera Too! Opera Hamilton, February 18 & 20, 1988"

- * (e) That the "Hamilton-Wentworth Creative Arts" organization be permitted to display a promotional banner across Main Street West, in front of City Hall, from November 16, 1987 to November 30, 1987, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:

"Mum Show - Gage Park - Admission Free"

- ** (f) That the "Hamilton-Wentworth Creative Arts" organization be permitted to display a promotional banner across Main Street West, in front of City Hall, from September 19, 1988 to September 26, 1988, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:

"La Boheme - Opera Hamilton, September 17 & 19, Call 527-0089"

13. (a) That the City Solicitor be authorized and directed to prepare a By-law to incorporate Part 1, Plan 62R-8777 and Part 2, Plan 62R-7879 into Fieldway Drive.
- (b) That the City Solicitor be authorized and directed to prepare a By-law to incorporate parts of Block 27 according to Plan 62M-508 into Templemead Drive and Independence Drive and Block "BX" according to Plan M-139 into Torlake Street.
- (c) That the City Solicitor be authorized and directed to prepare a By-law to incorporate Reserve Block 3 (1'reserve), according to Plan 62M-392 into Montmorency Drive.
14. (a) That Item #11 of the 5th Report of the Transport and Environment Committee, approved by Council on March 10, 1987, respecting an encroachment agreement for 110, 112, 114 Burlington Street East, be rescinded; and
- (b) That the application of the owner(s) of 110, 112, 114 Burlington Street East, Mckler Enterprises Inc., to retain the following encroachments consisting of:

*Section 12 (e) Amended, See Page

**Section 12 (f) Amended, See Page

i. On Burlington St. E.

110 Burlington St. E.

- concrete steps and wrought iron railing
Ø.18m by Ø.91m

112 Burlington St. E.

- concrete steps and wrought iron railing
Ø.13m by Ø.91m

114 Burlington St. E.

- concrete steps and wrought iron railing
Ø.13 m by Ø.91 m

ii. On Mary St.

Corner of Burlington St. E.

- wooden railway ties, 4.65 m x 1.50 m by Ø.76 m
above the sidewalk,

be approved during the pleasure of City Council, provided:

- (a) That the owner(s) enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
- (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
- (c) That the Mayor, City Clerk and City Treasurer be authorized to sign and execute all necessary documents to implement this agreement.

15. That the application of Alexander Mouriopoulos, Solicitor, on behalf of the present owner(s) of 7 and 11 Mary Street, Chris Ladas, to retain the following inadvertent encroachment on Mary Street, consisting of an overhead steel fire escape, Ø.67 m by 5.7 m, 2.44 m above the sidewalk, be approved during the pleasure of City Council, provided:

- (a) That the owner(s) enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
- (b) That a first year fee of \$46 and subsequent annual fee of \$20 be set for this privilege.
- (c) That the Mayor, City Clerk and City Treasurer be authorized to sign and execute all necessary documents to implement this agreement.

16. That the application of Larry S. Humenik, Solicitor, on behalf of the present owner(s) of 42 Campbell Avenue, Hamilton, Thomas and Lillian Nicholls, or in the event that the sale of the above property is concluded prior to registration of the encroachment agreement, Ronald and Janet Corbiere, the purchaser(s) of said property, to retain the following inadvertent encroachment, consisting of wood steps and a wood porch 1.84 m by 4.27 m, be approved during the pleasure of City Council, provided:
 - (a) That the owner(s) enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk and City Treasurer be authorized to sign and execute all necessary documents to implement this agreement.
17. That the application of Gary L. Waxman, Solicitor, on behalf of the present owner(s) of 405 MacNab Street North, Manuel and Jenny Carlos, or in the event that the sale of the above property is concluded prior to registration of the encroachment agreement, John Propkipczuk, the purchaser(s) of said property, to retain the following inadvertent encroachments consisting of a one storey brick building on MacNab Street, 1.07 m by 2.75 m and on Picton Street, 0.05k m by 3.96 m, be approved during the pleasure of City Council, provided:
 - (a) That the owner(s) enter into an agreement satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
 - (b) That a first year fee of \$125 and subsequent annual fee of \$20 be set for this privilege.
 - (c) That the Mayor, City Clerk and City Treasurer be authorized to sign and execute all necessary documents to implement this agreement.
18. That the request of the "Lusiadas Culture and Sports Club" to temporarily close Mulberry Street, from 17 Mulberry Street to James Street, from 2:00 p.m. to 9:00 p.m. on Sunday, June 21, 1987, be approved subject to the following conditions:

- (a) That all signing and barricading will be subject to the direction of the Regional Police Department and at no cost to the City.
 - (b) That clean-up will be carried out immediately before the re-opening of the road at no cost to the City.
 - (c) That the organizing group provide proof of \$1 000 000 public liability insurance naming the City as an added insured party with a provision for cross liability and holds the City harmless from all actions, interest, claims, demands, costs, damages, expenses and loss.
 - (d) That the organizing group reimburse the Regional Police Department and the Department of Public Works for any extra costs incurred by these agencies.
 - (e) No homeowner within the barricaded area will be denied access to their residence upon request.
 - (f) That the organizing group ensure that suitable detour arrangements will be available during the duration of the closure.
 - (g) That the applicant deposit a cheque in the amount of \$300 with the Department of Public Works. This deposit is to ensure that the applicant conforms to all of the aforesaid conditions to the satisfaction of the Commissioner of Transportation. The cheque will be returned to the applicant after the event if the above conditions are satisfactorily met.
19. That the request of the Portuguese Catholic Congregation of St. Mary's Church to temporarily close Sheaffe Street, from Park Street to east end of Sheaffe Street, from 4:00 p.m. - 11:00 p.m., on Saturday, August 8, 1987 and from 8:00 a.m. - 11:00 p.m., on Sunday, August 9, 1987 be approved subject subject to the following conditions:
- (a) That the applicant obtain "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control, will be subject to the direction of the Regional Police Department, and at the expense of the organizing group.
 - (b) That clean-up will be carried out immediately before the re-opening of the road at no cost to the City.
 - (c) That the organizing group provide proof of \$1 000 000 public liability insurance naming the City as an added insured party with a provision for cross liability and holds the City harmless from all actions, interest, claims, demands, costs, damages, expenses and loss.

- (d) That the organizing group reimburse the Regional Police Department and the Department of Public Works for any extra costs incurred by these agencies.
 - (e) No homeowner within the barricaded area will be denied access to their residence upon request.
 - (f) That the organizing group ensure that suitable detour arrangements will be available during the duration of the closure.
 - (g) That the applicant deposit a cheque in the amount of \$300 with the Department of Public Works. This deposit is to ensure that the applicant conforms to all of the aforesaid conditions to the satisfaction of the Commissioner of Transportation. The cheque will be returned to the applicant after the event if the above conditions are satisfactorily met.
 - (h) The use of electronic devices, loudspeakers, etc., intended for the production, reproduction, or amplification of sound shall not be permitted after 11:00 p.m., pursuant to Noise By-Law No. 79-292.
20. That the request of the "Banda Portuguesa De Hamilton" organization of St. Mary's Church to temporarily close Park Street, from Mulberry Street to Colbourne Street on Saturday, August 29, 1987 from 7:00 p.m. to 10:00 p.m., on Sunday, August 30, 1987, be approved subject to the following conditions:
- (a) That the applicant obtain "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control, will be subject to the direction of the Regional Police Department, and at the expense of the organizing group.
 - (b) That clean-up will be carried out immediately before the re-opening of the road at no cost to the City.
 - (c) That the organizing group provide proof of \$1 000 000 public liability insurance naming the City as an added insured party with a provision for cross liability and holds the City harmless from all actions, interest, claims, demands, costs, damages, expenses and loss.
 - (d) That the organizing group reimburse the Regional Police Department and the Department of Public Works for any extra costs incurred by these agencies.
 - (e) No homeowner within the barricaded area will be denied access to their residence upon request.

- (f) That the organizing group ensure that suitable detour arrangements will be available during the duration of the closure.
 - (g) That the applicant deposit a cheque in the amount of \$300 with the Department of Public Works. This deposit is to ensure that the applicant conforms to all of the aforesaid conditions to the satisfaction of the Commissioner of Transportation. The cheque will be returned to the applicant after the event if the above conditions are satisfactorily met.
 - (h) The use of electronic devices, loudspeakers, etc., intended for the production, reproduction, or amplification of sound shall not be permitted after 11:00 p.m., pursuant to Noise By-law No. 79-292.
21. That the request of the Ottawa Street Business Improvement Area to temporarily close Edinburgh Avenue, from Ottawa Street easterly to the municipal parking lot driveway, on Saturday, July 11, 1987 from 9:00 a.m. to 9:00 p.m. to hold their Second Annual Sidewalk Festival be approved subject to the following conditions:
- (a) That the applicant obtain "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control, will be subject to the direction of the Regional Police Department, and at the expense of the organizing group.
 - (b) That clean-up will be carried out immediately before the re-opening of the road at no cost to the City.
 - (c) That the organizing group provide proof of \$1 000 000 public liability insurance naming the City as an added insured party with a provision for cross liability and holds the City harmless from all actions, interest, claims, demands, costs, damages, expenses and loss.
 - (d) No resident within the barricaded area will be denied access to their residence upon request.
22. That the application of St. Joseph's Hospital, to temporarily close King Street, between John Street and Catherine Street on Thursday, 18 June 1987, from 11:30 a.m. to 2:00 p.m., to hold a "Campaign Rally" be approved, subject to the following conditions:

- (a) That the applicant obtain "Temporary Street Closure Application" approval from the Regional Police Department, Traffic Division, and that all barricading, detour signing and traffic control, will be subject to the direction of the Regional Police Department, and at the expense of the organizing group.
 - (b) That clean-up will be carried out immediately following the event at the expense of the organizing group.
 - (c) That the organizing group provide proof of \$1 000 000 public liability insurance naming the City as an added insured party with a provision for cross liability and holds the City harmless from all actions, interest, claims, demands, costs, damages, expenses and loss.
 - (d) No resident within the barricaded area will be denied access to their residence upon request.
 - (e) The use of electronic devices, loudspeakers, etc., intended for the production, reproduction, or amplification of sound shall not be permitted after 11:00 p.m., pursuant to Noise By-law No. 79-292.
23. (a) That the submitted schedules for the estimated cost of services in "Aspen West - Phase 3", approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement; and
- (b) That the approval of the above clause be subject to the condition that no work be commenced until the Final Survey Plan and the Subdivision Agreement have been registered; and
 - (c) In the event that the Subdivider wishes to proceed prior to the registration of the Plan of Subdivision, he should be permitted to do so at his own risk, provided that he enter into a Standard Agreement for Pre-Servicing.
 - (d) The Final Plan of Subdivision for "Aspen West - Phase 3" not be released for registration until the Final Plan of Subdivision for "Aspen West - Phase 2" has been registered.

NOTE: Clause 1(A)(b) of the Eighth Report of the Planning and Development Committee, as adopted by City Council, at its meeting held on 1986 April 8, recommended that a Subdivision Agreement be entered into between the City of Hamilton and the owners of the lands to be subdivided. The present owner of these lands is Benemar Construction Inc.

The City will not cost share in the cost of the Municipal Services. The estimated total cost of \$74 472 will be the total responsibility of the owner.

24. (a) That the submitted schedules for the estimated cost of services in "Park Plaza Estates Addition", as approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement; and
- (b) That the approval of the above clause be subject to the condition that no work be commenced until the Final Survey Plan and the Subdivision Agreement have been registered; and
- (c) In the event that the Subdivider wishes to proceed prior to the registration of the Plan of Subdivision, he should be permitted to do so at his own risk, provided that he enter into a Standard Agreement for Pre-Servicing.

NOTE: Clause 7(b) of the First Report of the Planning and Development Committee, as adopted by City Council, at its meeting held on 1987 January 13, recommended that a Subdivision Agreement be entered into between the City of Hamilton and the owners of the lands to be subdivided. The present owner of these lands is Robinson Homes Ltd.

The City will not share in the cost of Municipal Services. The owner will be responsible for the total estimated cost of \$48 985.48.

25. (a) That the submitted schedules for the estimated cost of services in "Ridgeview Estates - Phase 2", approved by the Commissioner of Engineering, be adopted for inclusion in the proposed Subdivision Agreement; and
- (b) That the City's share for the cost of services for this development (\$58 512.04) be charged to the Reserve for Services Through Unsubdivided Lands, Account No. 0280-12;

<u>TYPE OF WORK</u>	<u>AMOUNT TO BE FINANCED</u>
Catch Basins and Connections	\$ 3 103.83
Sidewalks and Curbs	11 250.28
Finish Roadways	41 539.93
Dead End Barricades	960.50
Street Lighting	<u>1 657.50</u>
TOTAL CITY SHARE	\$58 512.04

Curbs :

- (c) That the approval of the above clauses be subject to the condition that no work be commenced until the Final Survey Plan and the Subdivision Agreement have been registered; and

- (d) In the event that the Subdivider wishes to proceed prior to the registration of the Plan of Subdivision, he should be permitted to do so at his own risk, provided that he enter into a Standard Agreement for Pre-Servicing.

NOTE: Clause 17(b) of the Tenth Report of the Planning and Development Committee, as adopted by City Council, at its meeting held on 1978 March 29, recommended that a Subdivision Agreement be entered into between the City of Hamilton and the owners of the lands to be subdivided. The present owner of these lands is T. Valeri Construction Limited.

26. Whereas, City Council at its meeting on September 30, 1986 approved the city's share of curbs, sidewalks, and final roads in High Ridge Estates Stage 2 in the amount of \$41 718.90, and

Whereas, based on the low tender, the additional cost to the City is approximately \$1 900

It is recommended that:

- (a) Authorization be given for the additional expenditure of \$1 900
- (b) The expenditure be charged to Account No. 0280-12.
27. That the City's rate for preliminary road maintenance be increased from \$1 per metre frontage and flankage to \$3 per metre frontage and flankage, and this rate to apply to all subdivisions for which schedules are approved by Council after the approval of the new rate.

NOTE: The current rate of \$1.00 per metre, set several years ago, is insufficient to cover the City's cost in maintaining preliminary roads within subdivisions).

28. (a) That the request of A. Mouriopoulos, Solicitor, on behalf of the owner(s) of 237 Locke Street South, to discharge the Severance Agreement registered on December 7, 1977, for this address, Instrument No. 74052 C.D. be approved, subject to the satisfaction of the City Solicitor.
- (b) That the appropriate civic official be authorized to execute the documents in relation to this discharge.

NOTE: The agreement is no longer required because of new policies.

29. (a) That the Commissioner of Engineering be authorized and directed to reconstruct the roadway, sidewalks and curbs on Sterling Street from North Oval to King Street at an estimated cost of \$50 000.
- (b) That the cost of this work be financed from the residual funds available in the 1987 Reconstruction Program.
30. (a) That the action of City Council on February 8, 1972, in approving Item 20 of the 20th Report of the Board of Control which authorized the granting of a right-of-way over the 40' strip of land extending from Rosedene Avenue northerly to Bull's Lane to the owners of the properties on Bull's Lane, be re-confirmed, and
- (b) That no additional rights-of-way over these lands be granted to the owners of the properties on Searle Street.
31. (a) That the existing residential boulevard parking agreement registered as Instrument No. 376653 A.B. to the property at No. 206 Homewood Avenue be discharged, at the property owner's expense; and
- (b) That the City Solicitor be directed to process the documents in relation to the discharge of this agreement; and
- (c) The owner of the property be permitted to execute a revised residential boulevard parking agreement requiring that the property owner pay an annual charge of \$20 for encroachment insurance and administration, rather than carry the \$300 000 public liability insurance policy as previously required.
32. That the application by the Park House Tavern to lease a portion of the boulevard of Locke Street North adjacent to No. 476 King Street West be approved, provided that:
- (a) That the applicant pay the annual fee in accordance with the fee structure approved by the City Council on 1986 March 25 (current rate is \$100.00 per year), plus taxes, if any, in addition to the \$10 annual encroachment insurance charge approved by City Council on 1984 February 14.
- (b) That the owner pays a one time \$25 registration fee, as approved by the City Council on 1986 January 14.
- (c) That the owner complies with the requirements as set out in the policy approved by City Council on 1975 June 24, respecting using a portion of the road allowance for parking purposes.

- (d) That the driveway approaches, parking area and other structures, approved by the Director of Traffic Services, be constructed and maintained at the owner's expense.
 - (e) That the owner executes an agreement, satisfactory to the City Solicitor to indemnify and save the City harmless from all actions, causes of action, interest, claims, demands, costs, damages, expenses and loss.
33. (a) That the existing residential boulevard parking agreement between Rodger Wayne Case and Georgina Mary Case and the City, registered as Instrument No. 408865 C.D. to the property at No. 83 Colbourne Street be discharged, at the property owner's expense; and
- (b) That the City Solicitor be directed to process the documents in relation to the discharge of this agreement.
34. (a) That no change be made to the intersection control at the intersection of Harold Court and Mericourt Drive; and
- (b) The Hamilton-Wentworth Regional Police Department be requested to monitor the intersection of Harold Court and Mericourt Drive and to take appropriate enforcement action against bicyclists disobeying the present intersection control.
35. (a) That the direction of stop control at the intersection of Walnut Street and Jackson Street East be switched such that eastbound and westbound traffic on Jackson Street East is required to stop for northbound and southbound traffic on Walnut; and
- (b) That northbound traffic on Hillside Avenue be required to stop for eastbound and westbound traffic on Glendee Road
- (c) That three-way stop control be implemented at the intersection of Erindale Avenue and Montrose Avenue; and
- (d) That eastbound traffic on Dunbar Avenue be required to stop for northbound and southbound traffic on Division Street; and
- (e) That southbound traffic on Grenoble Road be required to stop for eastbound and westbound traffic on Duncairn Crescent; and
- (f) That the City Traffic By-law 66-100 be amended accordingly.
36. (a) That the "No Parking, 12:00 midnight to 7:00 a.m." signs not be re-erected on Krafty Court; and

- (b) That a "No Stopping Anytime" regulation be implemented on the north side of Robert Street, commencing at a point 148 feet east of Victoria Avenue North and extending to a point 75 feet easterly therefrom; and
 - (c) That a "No Stopping Anytime" regulation be implemented on the west side of Niagara Street commencing at a point 220 feet south of Burlington Street East and extending to a point 33 feet southerly therefrom; and
 - (d) That a "No Parking Anytime" regulation be implemented on the north side of Sunninghill Avenue commencing at a point 160 feet east of Upper Gage Avenue and extending to a point 119 feet easterly therefrom; and
 - *(e) That the existing parking prohibition on the east side of Riverdale Drive between Glenburn Court and Queenston Road be shortened, such that the prohibition commences at Queenston Road and extends to a point 294 feet northerly therefrom; and unrestricted free parking be permitted on the east side of Riverdale Drive between Glenburn Court and a point 275 feet southerly therefrom; and
 - (f) That a full-time parking prohibition implemented on the north side of Brock Street commencing at the east curb line of Mary Street and extending to a point 264 feet westerly therefrom; and
 - (g) That a parking prohibition be implemented on the west side of Turner Avenue between Aberdeen Avenue and a point 102 feet southerly therefrom; and
 - (h) That the City Traffic By-law 66-100 be amended accordingly.
37. (a) That a Permit Parking Regulation be implemented on the east side of East 26th Street from a point 70 feet south of Concession Street to Crockett Street; and
- (b) That the Director of Traffic Services be authorized to issue one parking permit upon request, to residents of the abutting residential properties who indicated on the petition that they require a permit, as well as to residents without driveways who require permits, and any additional permits (to a maximum of 23) on a first come first served basis; and
 - (c) That a "No Parking Anytime" Regulation be implemented on the west side of East 26th Street between Crockett Street and Concession Street; and

*Section 36 (e) Referred Back

- (d) That the "One Hour Parking Time Limit, 8:00 a.m. to 6:00 p.m., Monday to Saturday" regulation be retained on the east side of East 26th Street from a point 30 feet south of Concession Street to a point 40 feet southerly therefrom; and
 - (e) That the City Traffic By-law 66-100 be amended accordingly.
38. (a) That a Permit Parking Regulation be implemented on the east side of Park Street North between Cannon Street West and Mulberry Street; and
- (b) That the Director of Traffic Services be authorized to issue one parking permit, upon request, to one resident of each of the ten residential properties abutting the block, and any additional permits (to the maximum of 15) on the first come first served basis; and
 - (c) That the City Traffic By-law 66-100 be amended accordingly.
39. (a) That an "Alternate Side Parking" regulation be implemented on Country Club Drive in the blocks between Capilano Drive and Greenhill Avenue, such that parking is prohibited;
- i. on the east side of the street during the months of December, January, February and March and from the 12st to 15th of April, May, June, July, August, September, October and November; and
 - ii. On the west side of the street from the 16th to the last day of April, May, June, July, August, September, October and November
- (b) That the City Traffic By-law 66-100 be amended accordingly.
40. That the previous list of personnel appointed as By-law Enforcement Officers for the City of Hamilton be revised:
- by adding the following names:

- Brian Joseph Patrick
- Vincent Paul Ormond
- James Gregory Gubbins
- James Albert Rose
- George Sherwood Dans
- James Dalziel Gillis
- Adrian Anthony Arsosti
- Eric Leonard Laycock
- Gary A. Salter
- Victor C. Anderson
- Kenneth Ebgar
- Paula Mason

and by deleting the following names:

- Hugh McKenzie
- Vern Goodale
- Robert Herron

41. (a) That a stopping prohibition be implemented on the south side of Herkimer Street between Hess Street South and a point 90 feet easterly therefrom; and
- (b) That the City Traffic By-law 66-100 be amended accordingly.

42. (a) That the following entries in Schedule 11 (Yield Right-of-Way Signs) of the City Traffic By-law be deleted.
- | | | |
|---------------------|---------------------------|----------------|
| - Central | Eastbound and Westbound | London |
| - Charlton | Eastbound | Sherman Access |
| - Cromwell | Westbound | Owen Place |
| - David | Northbound and Southbound | Howe |
| - Dunsmure | Eastbound | Reid |
| - Dunsmure | Eastbound and Westbound | Wexford |
| - Houghton | Northbound | Maple |
| - Houghton | Northbound | Monterey |
| - Houghton | Southbound | Central |
| - Keith | Westbound | Emerald |
| - Kently | Eastbound and Westbound | Oakville |
| - King | Northwesterly | Marion |
| (Northerly Cut-off) | | |
| - Montcalm | Northbound | Lynbrook |
| - Monterey | Westbound | Park Row |
| - Princess | Eastbound | Lottridge |
| - St. Matthews | Northbound | Birge |
| - Scenic | Southbound | Denlow |
| - Tragina | Northbound and Southbound | Roxborough |
| - Wellington | Southbound | Young |
| - Woodward | Northbound | Burlington |
| - Main | | Ottawa |
| (northerly Cut-off) | Northwesterly | |
43. That the Director of Traffic Services be authorized to issue, upon request, one Time Limit Exemption Permit to each of the first four applicants residing in the apartment building at No. 2 - 8 Stroud Road.
44. That the School Traffic Officer which is presently situated at the easterly leg of the intersection of Barton Street East and St. Ann Street be relocated approximately 100 feet easterly to the westerly leg of Barton Street East and Ruth Street.
45. (a) That the existing "Commercial Vehicle Loading Zone" regulation on the north side of Inverness Avenue, commencing at a point 78 feet west of Upper Wellington Street and extending to a point 232 feet westerly therefrom be replaced with a "No Parking - Loading Only" regulation; and
- (b) The City Traffic By-law 66-100 be amended accordingly,

46. (a) That the following new Bus Stop location be approved:
- Limeridge Road, 100 feet west of Upper James Street (MB)
- (b) That the City Traffic By-law 66-100 be amended accordingly.
- *47. That the present policy respecting the withdrawal of parking tags, as warranted, be continued.
48. (a) That in accordance with the request by the Hamilton Street Railway Company, the following bus stop locations on the Fennell bus route be removed:
- Inbound: Sanatorium Road at West 28th
- Outbound: Sanatorium Road at West 28th
- (b) That the City Traffic By-law 66-100 be amended accordingly.
49. (a) That "No Parking - Loading Only" regulation be implemented on the west side of Bowen Street commencing at a point 107 feet south of Main Street East and extending to a point 31 feet southerly therefrom; and
- (b) That City Traffic By-law 66-100 be amended accordingly.
50. That the City Solicitor be authorized to prepare the necessary by-law appointing Mr. Westaway as Noise Control Officer and repealing By-law No. 85-71 which appointed the former Noise Control Officer, Mr. John O'Keefe.
51. That the Ministry of the Environment be advised that City Council concurs with the opinion of the Ministry that an Environmental Assessment Board hearing is not necessary in respect of an application from USARCO (United Smelting and Refining Company) for certification of a waste disposal site (transfer and processing) to be located on the property at 363 Wellington Street North conditional upon a review being carried out to confirm that the proposed operation satisfy the requirements of all applicable local by-laws and environmental operations.

*Section 47 Referred Back with the direction that the actual policy be forwarded to City Council

- *52. That the Ministry of the Environment be advised that City Council concurs with the opinion of the Ministry that an Environmental Assessment Board hearing is not necessary in respect of an application from Eaglebrook Environment Corporation for certification of a waste disposal site (processing) and a waste disposal site (transfer) at the property located at 52 Imperial Street conditional upon a review being carried out to confirm that the proposed operation satisfy the requirements of all applicable local by-laws and environmental operations.
53. That leave be granted to introduce the following bills:
- (a) B-44 By-law to Authorize the Entering into of an Agreement with Tricil Limited.
 - (b) B-45 By-law to Amend Noise Control By-law No. 79-292 Respecting Various Amendments.
 - (c) B-46 By-law to Amend By-law No. 66-100 to Regulate Traffic.
 - (d) B-47 By-law to Amend By-law No. 66-100 to Regulate Traffic.
- **54. That the Ministry of the Environment be advised that the City of Hamilton is opposed to the proposed transfer of eight (8) capacitors containing PCB oil and one (1) burned out capacitor, from Oakville to the City of Hamilton.

RESPECTFULLY SUBMITTED,

ALDERMAN H. MERLING, CHAIRMAN
TRANSPORT AND ENVIRONMENT COMMITTEE

R. C. Prowse, Secretary
1987 June 15

*Proposed Referral Back Lost
Recorded Votes, See Page

**Section 54 Added During Council

*Section 12 (e) Amended to Read:

12. (e) That the City of Hamilton Public Works Department be permitted to display a promotional banner across Main Street West, in front of City Hall from November 2, 1987 to November 8, 1987 subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1986, with the following message:

"Mum Show - Gage Park - Admission Free"

**Section 12 (f) Amended to Read:

12. (f) That the Opera Hamilton be permitted to display a promotional banner across Main Street West, in front of City Hall, from September 19, 1988 to September 26, 1988, subject to the policy guidelines and conditions approved by Council on October 29, 1985 and September 30, 1985, with the following message:

"La Boheme - Opera Hamilton, September 17 and 19, Call 527-0089"

REPORT OF THE PARKS AND RECREATION COMMITTEE

To the Council of the Corporation of the City of Hamilton

To the Members of Council:

The Parks and Recreation Committee presents its ELEVENTH Report for 1987 and respectfully recommends:

- 1.*(a) That the decision of the Ontario Municipal Board to deny the City of Hamilton's application to construct a Twin Pad Arena on the east side of Scenic Drive, approximately 200 m north of the intersection of Scenic Drive with Mohawk Road West, in Olympic Park, be appealed to the courts on a point of law in that the Board's interpretation of Section 62 of the Ontario Municipal Board Act was too narrow an interpretation of need and ignored consideration of the expediency of the project. (i.e. ignored that the project was suitable, practical and useful.
 - ** (b) That Mr. Ian Binnie be retained as counsel to represent the City of Hamilton in this appeal.
 - *** (c) That the Mayor, on behalf of City Council, correspond with the Chairman of the Ontario Municipal Board outlining City Council's concerns and disappointment with respect to the O.M.B. decision to deny the City of Hamilton Application to construct a Twin Pad Arena.
2. That the IBI Group, Toronto (Beinhacker/Irwin Associates) be hired to assist Mr. Ian Binnie, Counsel for the City of Hamilton, in the preparation of his case, relative to the expropriation of the Lax Property, at a cost not to exceed \$12 000.

NOTE: To assist Mr. Binnie in the preparation of a report for the Land Compensation Board, Mr. Binnie has advised that the IBI has submitted a written proposal offering to provide:

- (a) An assessment of the development and shall have in regard to the access and on site conditions.
- (b) The preparation of built form studies examining the various ones that could be considered for this site in order to prepare a systematic presentation and assessment of these alternatives.
- (c) An assessment of the premium cost for construction of the foundations and services as compared to similar buildings elsewhere in the Hamilton Region.

All of the preceeding will contribute to assessment of the residual land value. The cost of this work will be calculated on a time used basis with a maximum of \$12 000 for fees including out of pocket expenses.

*Recorded Vote, See Page

**Recorded Vote, See Page

***Recorded Vote, See Page

3. (a) That the action of the Director of Public Works to close Kay Drage Park until such time as the results of the tests done on the soil samples in the park are available and it has been determined that the park is safe, be confirmed; and
(b) That Council authorize an amount, not to exceed \$4 000, to pay for the cost of the tests.

NOTE: Funds are available in account 0364-1361 (Sports Fields).

4. That a purchase order be issued to Ward Electric Limited, Hamilton in the amount of \$14 790 including applicable taxes, to supply and install alternate power source at Ivor Wynne Stadium in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

NOTE: Due to the fact that this work should have been completed as soon as possible and there was no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council". Funds are available in Account No. 0364-8619. (Special Repair Projects)

5. That a purchase order be issued to Bobby Lawn Inc., Hamilton in the amount of \$52 500 to provide Grass Spraying for weed control at various parks twice during 1987, with an option to renew for 1988, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: As the first application should be made in June and there is no meeting until mid-June, the above has been processed through the emergency procedures of the City of Hamilton Purchasing Policy, that states "An order can be placed upon the approval of two of the following: the Mayor, an appropriate Committee Chairman, the C.A.O. and that any action taken under this provision to be reported to the next regular meeting of City Council". Funds are available in Account No. 0364-3619. (Weed and Fertilizer)

6. (a) That a contract be awarded to Hamilton Junior Chamber of Commerce for the operation of a parking lot at the southeast corner of Cannon Street East and Melrose Avenue, Hamilton during 1987 and 1988 in accordance with specifications issued by the Manager of Purchasing and Vendor's submission, as follows:

Annual rent for 1987 - \$5 100

Annual rent for 1988 - \$5 200

- (b) That an agreement satisfactory to the City Solicitor be entered into between the City and Hamilton Junior Chamber of Commerce.

NOTE: Only Proposal received.

7. That a purchase order be issued to Lundy Fence Div/Ivaco Inc., Mississauga, in the amount of \$39 576 including applicable taxes for the supply and installation of a chain link fence and gates at Mohawk Sports Park in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

NOTE: Lowest of two (2) tenders received. Funds provided in Work Done for Others Account No. 0364-9823.

8. (a) i. That the proposed redevelopment of Hampton Heights Park as outlined on the plan, appended hereto, be approved, and
ii. That the Director of Public Works be authorized to proceed with the redevelopment at an estimated cost of \$12 000.

NOTE: Funds have been provided in the 5% Parks Dedication Account.

- (b) i. That the proposed development of the Thorner Neighbourhood Park as outlined on the plan, appended hereto, be approved, and
ii. That the Director of Public Works be authorized to proceed with the development of the park at an estimated cost of \$20 000 for the Stage 1, which included grading and seeding.

NOTE: Funds have been provided in the 5% Parks Dedication Account.

- (c) i. That the proposed development of the Shawinigan Park, Stage 2 as outlined on the plan, appended hereto, be approved, and
ii. That the Director of Public Works be authorized to proceed with the development of the park lands at an estimated cost of \$20 000, which includes grading and seeding.

NOTE: Funds have been provided in the 5% Parks Dedication Account.

- *9. (a) Approval of the appointment of one additional permanent position of Administrative Assistant in the Department of Culture and Recreation on the understanding that funds required for the 1987 salary for this position, will be provided from within the approved budget estimates of the Department, estimated at \$23 000 per annum, plus benefits.

06/23/87

1319

- (b) That the Personnel Committee be advised in order that the position can be posted and filled.

10. (a) That the application by the Conqueror II Drum and Bugle Corp to host a Drum and Bugle Show, Saturday, August 1, 1987 in Brian Timmis Stadium be approved, subject to the terms and conditions set down by the Director of Culture and Recreation in accordance with Schedule "B" of the Operational Regulations for use of Brian Timmis Stadium.

- (b) That the rental fee be \$578.55 flat fee plus, actual labour charges incurred by the applicant for work carried out by Civic Staff over and above that which is normally undertaken.

NOTE: For the information of Council, the rental fee reflects a 5% increase over last years fees.

Schedule B of the Operational Regulations stipulates that \$1 000 Comprehensive General Liability Insurance for Property Damage and Bodily Injury naming the City as additional insured, be provided.

11. That the City Solicitor be directed to prepare a by-law to grant aid to Roxborough Senior Centre, 16 Eastwood Street, Hamilton, Ontario, L8H 6R7, in the amount of 20% of the net monthly cost to the corporation of maintaining and operating its approved centre, determined in accordance with the form referred to in Section 10(1), O.Reg.1039/80 s.2, part, to a maximum municipal contribution of \$3 500 in any calendar year.

NOTE: As the sponsor, the Roxborough Centre has applied to the Minister of Community and Social Services for the Province of Ontario for approved corporation status to establish, maintain and operate a centre (being Roxborough Senior Centre) as a corporation for the purpose of the Elderly Persons Centres Act, R.S.O. 1980, Chapter 131, Sec.2(1).

The approved corporation designation allows the Roxborough Centre to apply for provincial grants towards the cost of operating and maintaining an approved centre currently up to 50% of the net monthly cost to maximum of \$1,250 per month.

In order to realize this provincial grant, the municipality must contribute at least 20% of the net monthly cost to the approved corporation of maintaining and operating its approved centre.

12. That the City of Hamilton assume the liability of the Concession Street B.I.A. and all volunteers working on the Steeler Six Pak which is a 6K fun run to be held on the mountain brow on Saturday, July 18, 1987.

NOTE: This coverage would be for the day of the event only.

13. (a) That the list of entertainers as submitted on the list, appended hereto, be approved in conjunction with "Your Festival" events at Gage Park.
- (b) That the Hamilton-Wentworth Regional Police be advised accordingly in order that they can assess the need for security.
14. (a) That the application by the Royallaires Drum and Bugle Corp to host a Drum and Bugle Competition in Ivor Wynne Stadium on Saturday, August 22, 1987 be approved subject to terms and conditions set down by the Director of Culture and Recreation in accordance with Schedule B of the Operational Regulations for use of Ivor Wynne Stadium.

- (b) That the rental rate be \$2 577.75 (Flat Fee)
 35.00 (Green Room)
 \$2 612.75

Plus actual labour charges incurred by the applicant for work carried out by Civic Staff over and above that which is normally undertaken.

NOTE: A co-ordinating meeting is held with the applicant prior to the event to determine and approve actual work to be carried out by Civic Staff. The applicant is advised at this time of the estimated charges applicable as a result of their specific request.

For the information of the Committee, Schedule B of the Operational Regulations stipulates that \$2 000 000 Comprehensive General Liability Insurance for Property Damage and Bodily Injury, naming the City as additional insured by provided and that adequate police supervision as deemed necessary by the Hamilton-Wentworth Regional Police be provided.

- *15. That the Hamilton and District Labour Council be granted permission to sell food and alcoholic beverages on the occasion of their Labour Day Picnic, to be held, Monday, September 7, 1987, at the Dundurn Park Pavilion.

*Section 15 Amended, See Page

16. That item number 6 of the Eighteenth Report of the Parks and Recreation Committee as approved by City Council on 1986 August 26, be rescinded and replaced with the following:

"That the City enter into an annual lease agreement, satisfactory to the City Solicitor, with the Ministry of Housing to provide for office space at the Main-Hess Senior Citizens Complex for the purpose of providing a Computerized Senior Citizens Information Centre at a rental rate of \$40 per month or \$480 annually. This agreement is to be renewed each year as long as the provision of this service is deemed necessary."

17. (a) That no action be taken on the request of the Board of Education to enter into a "joint venture" for the financing of a proposed new ymnasium in conjunction with the R. A. Riddell School.
- (b) That the City commend the Board of Education for considering an additional, and larger gym in conjunction with this school, and advise of its desire to continue to work with the Board of Education in administering the community use of schools, when not required for school purposes.
18. That the following uniform be deaccessioned from the Hamilton Military Museum collection and transferred to the Royal Hamilton Light Infantry Heritage Museum:

M11984.22.30 One civilian band uniform, "The Frontiersman":
Tunic Trousers and Cap. Blue cavalry pattern.

19. That the park located at Hildegarde and Greenhill Avenue be named "Veevers Park".

NOTE: The area where the park is located was once a part of the Veevers farm.

Recently the Veevers entered into an agreement with the City of Hamilton to donate their home and other properties along the escarpment to the citizens of Hamilton.

Play equipment will be installed in the park on or about 1987 June 22.

- *20. That the Interim Account of Mr. I. Binnie, Counsel for the City of Hamilton in the Lax Property Expropriation, for the period from November 1986 to May 29 1987 in the amount of \$23 549.35 be paid.

NOTE: This amount includes total disbursements of \$692.85. Funds to be charged to Account No. 0325-0156 (Consultants Fees).

- **21. That approval be given for the purchase and installation of playground equipment for the Randall Neighbourhood Park at an estimated cost of \$5 000. in accordance with the policy approved on 1986 May 13 and amended on 1986 October 20 by City Council and that the cost for same be financed from the "Reserve for Aquisition of Lands under the Planning Act (Account No. 0280-11).

RESPECTFULLY SUBMITTED,

ALDERMAN T. MURRAY, CHAIRMAN
PARKS AND RECREATION COMMITTEE

R. C. Prowse, Secretary
1987 June 16.

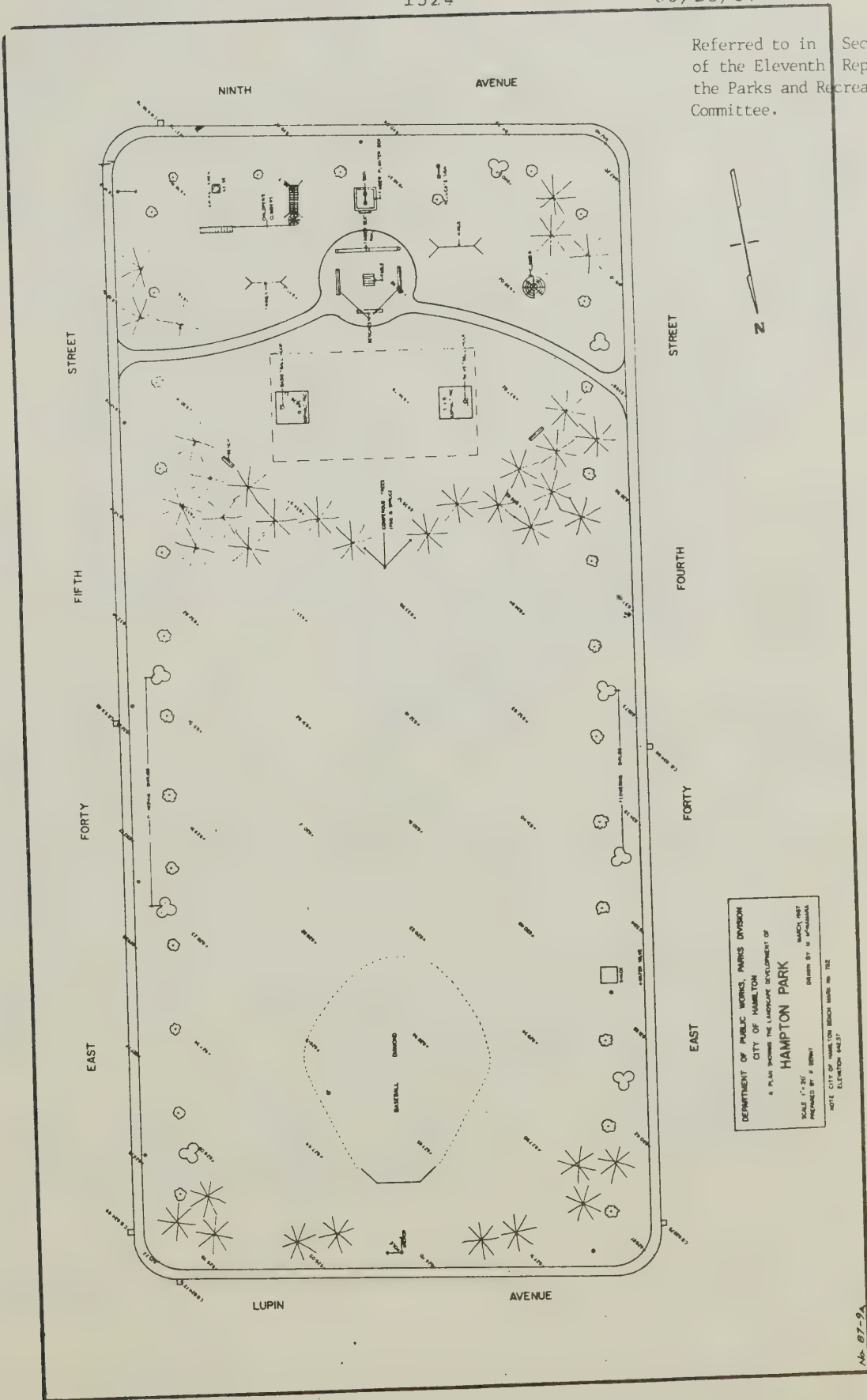
- *Section 20 Added During Council
- **Section 21 Added During Council

*Section 15 Amended to Read:

15. That the Hamilton and District Labour Council be granted permission to sell food and alcoholic beverages on the occasion of their Labour Day, be held, Monday 1987 September 7 at the Dundurn Park Pavilion subject to the following conditions:

- (a) The sale of food and drink requires City approval under Parks By-law 77-221.
- (b) Permission for use of the Dundurn Park has been granted subject to the following terms and conditions:
 - i) Proof of \$1 million dollars Comprehensive General Liability Insurance for Property Damage and Bodily Injury, to be provided, same to be submitted 30 days in advance of the event and naming the City as additional insured.
 - ii) That the applicant assume responsibility for all labour charges associated with the event (set-up, dismantling, clean up etc.) as reported by the Parks Division and that a minimum charge of \$115 be paid in advance of the event. In this regard, the applicant will meet with the Parks Division Staff to determine needs, review estimated costs and cost recovery, and consider ways in which the above costs can be minimized.
 - iii) That alcoholic beverages may be served in the confined and fenced area, immediately adjacent to the pavilion and upon receipt of approval of the Liquor Licence Board of Ontario.
 - iv) That special duty officers as deemed necessary by the Hamilton-Wentworth Regional Police be provided at the applicants expense.
 - v) That a financial statement relative to the sale of alcoholic beverages be submitted within 30 days of the event.

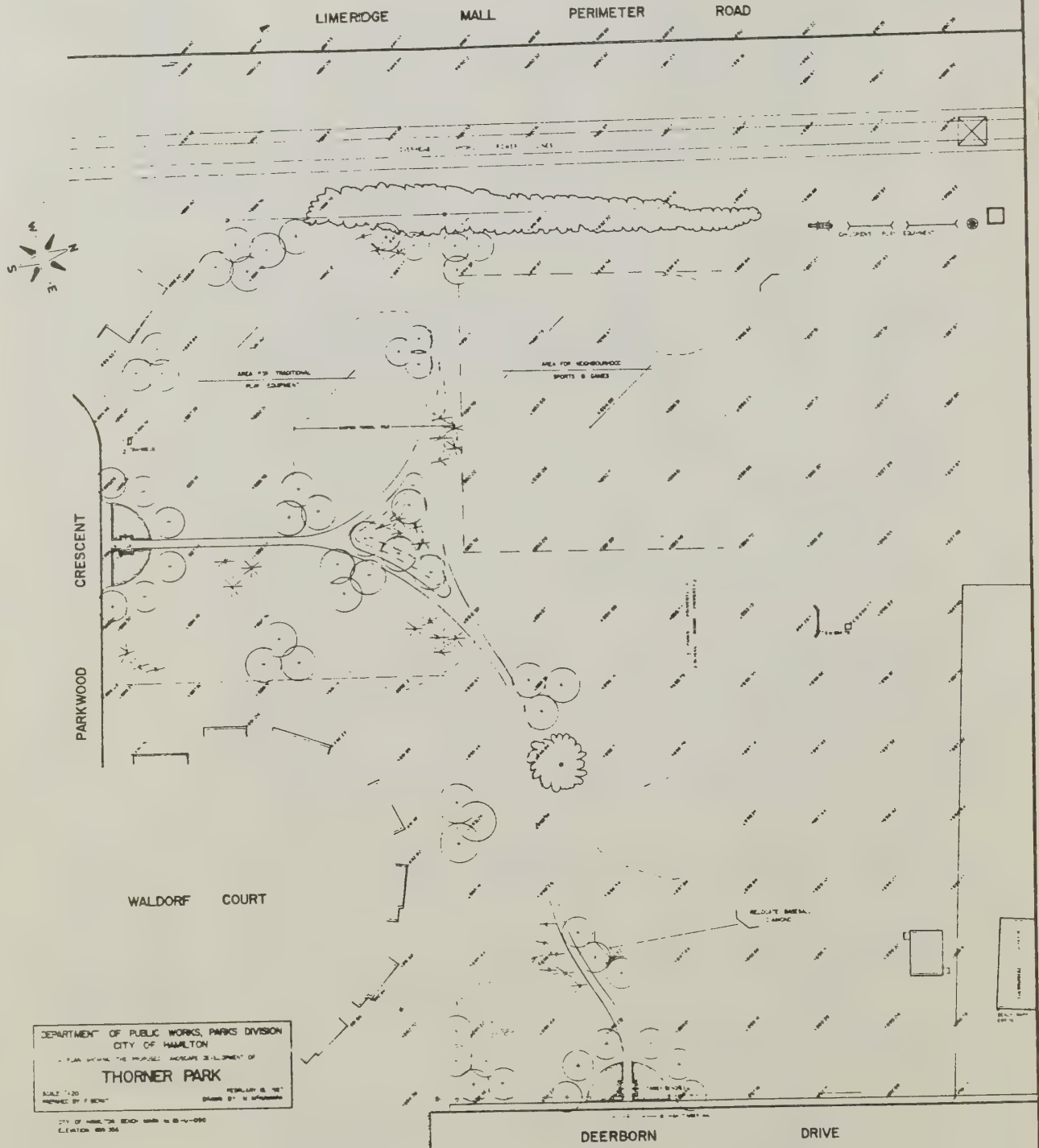
Referred to in Section 8(a)
of the Eleventh Report of
the Parks and Recreation
Committee.



06/23/87

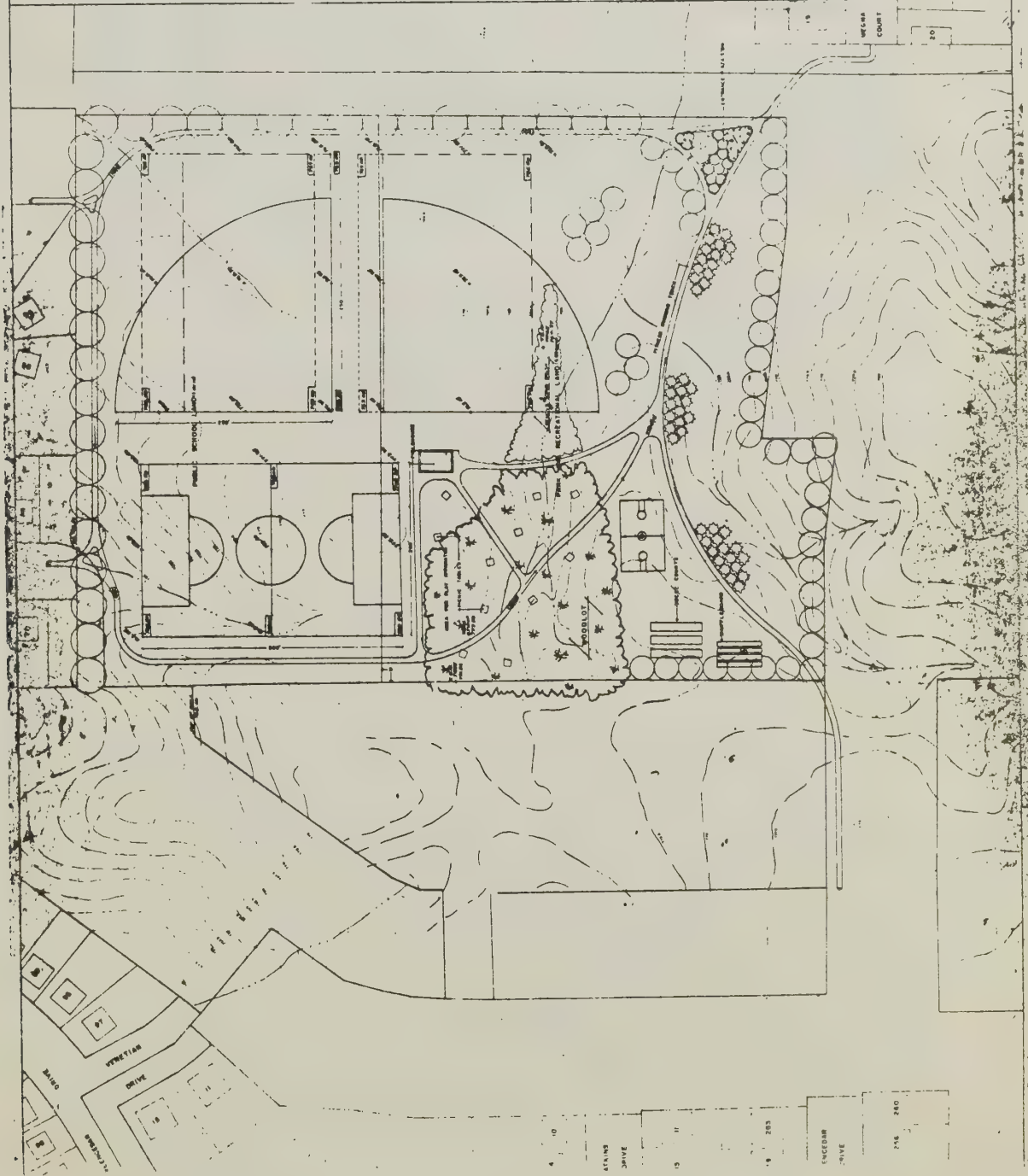
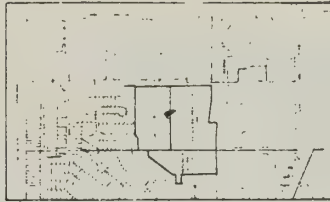
1325

Referred to in Section 8(b)
of the Eleventh Report of the
Parks and Recreation Committee.



Referred to in Section 8(c)
of the Eleventh Report of the
Parks & Recreation Committee.

DEPARTMENT OF PUBLIC WORKS & PARKS DIVISION
CITY OF HAMMILL
GURNETT NEBO
RECREATION PLAN
FOR THE GURNETT NEBO RECREATION AREA
REVISION 1
REVISED FEBRUARY 1988



06/23/87

1327 Referred to in Section 13 of the Eleventh
Report of the Parks & Recreation Committee.

Hamilton Folk Arts Heritage Council

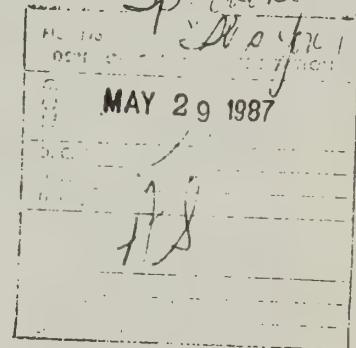
HERITAGE PLACE CITY HALL PLAZA
- P.O. BOX 2010, HAMILTON, ONTARIO L8N 3T4



(416) 526-0092

26 May 1987

Miss Audell Schimmel
Director of Culture and Recreation
The Corporation of the City of Hamilton
City Hall
Hamilton, Ontario



Dear Miss Schimmel:

Re: YOUR FESTIVAL - Schedule of Entertainers

Following is a listing of the major entertainment attractions to appear on the bandshell in each of the five evening performances of the festival:

Saturday, June 27th	PURSUIT OF HAPPINESS
Sunday, June 28th	ENDLESS SUMMER RISQUE
Monday, June 29th	STOKER BROTHERS
Tuesday, June 30	KD LANG and the RECLINES
Wednesday, July 1	HARRISON KENNEDY and the HURRICANES

All other entertainment is lower profile and not subject to crowd control.

Please contact the writer if there is any question to be answered relative to the above.

Yours sincerely,

HAMILTON FOLK ARTS HERITAGE COUNCIL

C. Digby Banting
Festival Director

REPORT OF THE PLANNING & DEVELOPMENT COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Planning and Development Committee presents its **TWELFTH** Report for 1987 and respectfully recommends:

1. That **APPROVAL** be given to Zoning Application 87-23, Joseph Campanella, owner, requesting a further modification to the "JJ" (Restricted Light and Limited Heavy Industry) District to permit the development of the subject lands for a two storey building containing commercial on the first floor and three dwelling units above, for the properties located at Nos. 185 - 191 Hess Street North, as shown on the attached map marked as **APPENDIX "A"**, on the following basis:
 - (i) That the "JJ" (Restricted Light and Limited Heavy Industry) District regulations as contained in Section 16A of Zoning By-law No. 6593 applicable to the subject lands, as amended by By-law Nos. 76-145 and 76-203, be further modified to include the following variances as special requirements:
 - (a) That notwithstanding Section 16A(1), three dwelling units within one building shall be permitted in conjunction with the commercial uses;
 - (b) That notwithstanding Section 16A(1), commercial uses contained within the "M-11" and "M-12" Districts shall be permitted;
 - (c) That notwithstanding Section 16A(2), no building or structure shall exceed two storeys; and,
 - (d) That notwithstanding Section 16A(3), the minimum front yard shall be 3.0 m.
 - (ii) That four parking spaces shall be allocated and signed for the residential uses;
 - (iii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-450a, and that the subject lands on Zoning District Map W-3 be notated S-450a;
 - (iv) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map W-3; and,
 - (v) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
 - (vi) That the Approved Central Neighbourhood Plan be amended by redesignating the subject lands from "Industrial" to "Commercial and Apartments".

Note: The purpose of this By-law is to provide for a further modification to the "JJ" (Restricted Light and Limited Heavy Industry) District for the properties located at Nos. 185 - 191 Hess Street North, shown on the attached map marked as **APPENDIX "A"**.

The effect of the By-law is to permit the development of the subject lands for a two storey mixed commercial/residential building.

In addition, the By-law provides for the following variances:

- to permit a building having a maximum of two storeys instead of the permitted four (Section 16A(2));
- to permit a minimum front yard of three metres instead of six metres (Section 16A(3)); and,
- to require that four parking spaces to be signed for residential uses.

2. That Zoning Application 87-30, David Sa, owner requesting a modification to the "C" (Urban Protected Residential, etc.) District, to legalize the existing real estate office located within an existing single family dwelling, for the property located at No. 271 Mohawk Road West, as shown on the attached map marked as **APPENDIX "B"**, be **DENIED** for the following reasons:

- (a) it has been established as an illegal use;
- (b) the commercial use does not comply with the Official Plan or the approved Rolston Neighbourhood Plan which designates the property residential and it represents an intrusion into an established residential area;
- (c) it will set a precedent for future similar applications.

3. That APPROVAL be given to Zoning Application 87-33, Anton and Margaret Jacusiw, owners, for a change in zoning from "AA" (Agricultural) District to "B-1" (Suburban Agriculture and Residential, etc.) District, for property located at the north-west corner of Rymal Road West and West 5th Street, as shown on the attached map marked as **APPENDIX "C"**, on the following basis:

- (a) That the subject lands be rezoned from "AA" (Agricultural) District to "B-1" (Suburban Agriculture and Residential, etc.) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps W-9D and W-9E;
- (c) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area.

NOTE: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "B-1" (Suburban Agriculture Residential, etc.) District for property located at the north-west corner of Rymal Road West and West Fifth Street, as shown on the attached map marked as **APPENDIX "C"**.

The effect of the By-law is to permit single-family development of the lands.

4. That **APPROVAL** be given to Zoning Application 87-36 Marz Homes Limited, prospective owner, for a change in zoning from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District to permit the rear part of property at No. 617 Limeridge Road East to be used for single-family detached dwelling purposes in conjunction with property fronting onto Parkwood Crescent, as shown on the attached map marked as **APPENDIX "D"** on the following basis:

- (a) That the subject lands be rezoned from "AA" (Agricultural) District to "C" (Urban Protected Residential, etc.) District;
- (b) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-27A; and,
- (c) That the proposed change in zoning is in conformity with the Official Plan for the City of Hamilton.

NOTE: The purpose of the By-law is to provide for a change in zoning for the property located at the rear of No. 617 Limeridge Road East.

The effect of this By-law is to permit the subject parcel of land to be developed for single-family dwelling purposes in conjunction with an adjoining parcel of land fronting onto Parkwood Crescent.

5. That APPROVAL be given to an amended Zoning Application 87-45, 629581 Ontario Ltd. (Alex Rouge), owner, requesting a modification to the "JJ" (Restricted Light and Limited Heavy Industry) District regulations to permit conversion of the existing building to a fitness centre including an accessory restaurant use and to legalize the existing video store, for the property located at No. 2425 Barton Street East, as shown on the attached map marked as APPENDIX "E", on the following basis:

- (a) That the "JJ" (Restricted Light and Limited Heavy Industry) District, as contained in Section 16A of Zoning By-law No. 6593 applicable to the subject lands be modified to include the following variance as a special requirement:
 - (i) That notwithstanding Section 16A(1) the following commercial uses shall be permitted within the existing building:
 - 1) video store; and
 - 2) a commercial fitness club including an accessory restaurant use.
- (b) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1027, and that the subject lands on Zoning District Map E-103 be notated S-1027;
- (c) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-103;
- (d) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.

NOTE: The purpose of this By-law is to provide for a modification to the "JJ" (Restricted Light and Limited Heavy Industry) District for the property located at No. 2425 Barton Street East, as shown on the attached map marked as APPENDIX "E".

The effect of the By-law is to permit the conversion of the existing building to a fitness centre including an accessory restaurant use and legalize the existing video store.

6. That Zoning Application 87-34, Hamilton Jewish Communal Projects, Inc. owner, requesting a change in zoning from "C" (Urban Protected Residential) District to "E" (Multiple Dwellings) District to permit the construction of a 7-storey, 42 unit condominium apartment building and a 3-storey, 9 unit townhouse development, for the properties located at Nos. 57-85 Delaware Avenue, shown on the attached map marked as **APPENDIX "F"**, be **DENIED** in part for the following reasons:
- (a) the 7-storey building is incompatible with the surrounding single, two and three family dwellings.
 - (b) the proposed "E" District zoning is excessive in a low density residential area ("C" District).
- * 7. That the City Clerk advise the Regional Municipality of Hamilton-Wentworth that the City of Hamilton has no objection to the proposed amendment to the Hamilton-Wentworth Official Plan to relocate a proposed shopping centre and to designate lands for residential purposes in the Town of Ancaster.

NOTE: The proposed amendment to the Hamilton-Wentworth Official Plan would permit the relocation of a proposed district shopping centre from a site at Mohawk Road and Highway 403 to a site approximately 800 metres to the east. The amendment would also change the designation of lands located approximately 400 metres from the Town of Ancaster and City of Hamilton boundary from "Industrial Business Parks" to "Residential and Related Uses".

The subject lands are within the area previously known as the "Allarco" lands. By order of the Ontario Municipal Board, a designation for a 23 000 square metre (250 000 square feet) district shopping centre exists at the corner of Mohawk Road and Highway 403. The applicants are proposing to relocate the shopping centre site approximately 800 metres to the east along Mohawk Road. (See attached map - Appendix G). In addition, they are proposing to redesignate lands located approximately 400 metres from the boundary of the City of Hamilton and the Town of Ancaster, south of Golf Links Road, to allow residential uses. These lands are currently designated "Industrial Business Park" in the Hamilton-Wentworth Official Plan.

8. That the Building Commissioner be authorized to issue demolition permits for the demolition of the following residential buildings:
- (a) 142 Britannia
 - (b) 13 & 15 Ferrie Street East
 - (c) 1312 Upper James Street
 - (d) 1316 Upper James Street
 - (e) 176 Mud Street
 - (f) 178 Mud Street
 - (g) 193 Mud Street

*Section 7 Referred Back

- * 9. That the application for the demolition of the designated house at 2774 King Street East be APPROVED.

Note: In accordance with Section 34 (2) of the Ontario Heritage Act, Council shall consider the demolition application within ninety days of receipt. If the application is refused, any work to demolish or remove any building or structure on the property is prohibited for a period of 180 days from the date of the decision.

THE ABOVE RECOMMENDATION RESULTED IN A TIE VOTE AT THE PLANNING AND DEVELOPMENT COMMITTEE MEETING AND IN ACCORDANCE WITH CITY POLICY IS BEING PRESENTED TO CITY COUNCIL FOR DELIBERATION.

10. (a) That, subject to approval by Main Street Canada of the Ottawa Street Business Improvement Area's application to the programme, the submission be endorsed at no financial cost to the City of Hamilton.
- (b) That, the agreement between the City of Hamilton and Main Street Canada be subject to the satisfaction of the City Solicitor.
- (c) That, the Mayor and City Clerk be authorized to execute the agreement.
11. (a) That a grant and repayable loan in the amount of four thousand two hundred and seventy-five dollars (\$4 275.) be approved for Mrs. Helen Shaw, 139 Barons Avenue North, for the adaptation of her home for her handicap.
- (b) That subject to approval, the Lien be registered on Title indicated that a forgivable grant in the amount of two thousand one hundred and thirty-eight dollars (\$2 138) be earned over a five (5) year period, and the balance of two thousand one hundred and thirty-seven (\$2 137.) be repaid to the Corporation of the City of Hamilton at the time of the sale of the property. The interest rate on the repayable portion will be zero percent.
12. That the Mayor and City Clerk be authorized to execute an Operating Agreement acceptable to the Legal Department and the department of Community Development for the implementation of the Provincial Government's Ontario Home Renewal Programme for the Disabled (OHRP-D).

*Recorded Vote, See Page

13. That the City enter into an Agreement dated 1986 November 26 with Lakeview Development Ltd. in the form annexed hereto as **APPENDIX "H"** to confirm the following:

- (a) That construction of the Hotel was completed as of 1986 January 1 and that as of that date, Lakeview's rent shall be \$33 000 per annum. (Section 3.03 of the Ground Lease states that Lakeview's rent is \$19 200 per annum during construction of the Hotel and \$33 000 per annum after construction is completed.)
- (b) That the sum of \$1 677 965. was the amount of the Capital Cost of the Hotel's sub-basement and storage the City paid to Lakeview in accordance with Section 5.01 of the 1981 November 19, Development Agreement between Lakeview and the City.
- (c) That the above mentioned \$1 677 965. Capital Cost that Lakeview is required to pay back to the City during years 11 to 20 of the Lease, be adjusted for inflation with the base year of 1984, when the Consumer Price Index for Canada was 122.3.

Note: The 1983 May 3 Ground Lease between the City and Lakeview requires (in sec.3.03) Lakeview to enter into this Agreement to confirm these matters.

14. (a) That the City terminate the lease for the vacant lot at 22 Tiffany Street with Mrs. Victoria Italiano effective 1987 May 1.
- (b) That the City lease the vacant lot at 22 Tiffany Street to Mr. Phillip Italiano, 16 Tiffany Street at an annual rental of \$450. (including taxes - 1987 - \$424.49) commencing 1987 July 1 for landscaping and parking purposes, said amount to be credited to account 0405-E7-1019 (Land Acquisition and Clearance of Substandard Properties). The area to be leased is serviced with concrete approach and gravel provided by the lessee to the satisfaction of the Director of Public Works.
- (c) That the City Solicitor be authorized and directed to prepare the necessary lease.

Note: This lot was leased to Mrs. Victoria Italiano who is deceased. Her husband wishes to continue to lease the land for parking and landscaping purposes.

The property was purchased under the Municipal Incentive Grant Programme established for the acquisition and clearance of substandard residential units found during the implementation of the Residential Loan Programme and the Property Standard By-law 74-74.

The subject property is composed of part of Lot 10, Block 1, Plan 119, having a frontage along the easterly limit of Tiffany Street of 24 feet more or less, by a depth of 150 feet more or less.

15. (a) That Angelo Salciccioli be granted an extension of the construction commencement date from 1987 March 5 to 1987 September 30 on Parts 1 and 2, Plan 62R-7820 (5 Goderich Road) in the Kenora Industrial Park.
- (b) That all other terms and conditions of the contract to remain the same, and time continue to be of the essence.
16. That an Offer to Purchase the lands of The Corporation of the City of Hamilton located on Keefer Court duly executed on 1987 May 19 by the Purchaser, Tuite Construction Ltd. and scheduled for closing on 1987 October 19, be approved and completed.

Note: The purchase price is \$63 150. A deposit cheque in the amount of \$6 315 is being held by the City Treasurer pending Council approval.

The property is composed of a parcel of land located on the southern limit of Keefer Court having a frontage of 26.314 metres (86.332 feet) by a depth of 92.310 metres/59.586 metres² (302.854 feet/195.489 feet) and containing an area of 3 407.8m² (.842 acres).

The completion of this Offer to Purchase is conditional upon the following terms being met prior to closing:

- (a) The Purchaser at his own expense obtaining soil tests to determine the load bearing capabilities of the subject lands for the construction of the Purchaser's proposed building.
- (b) The Purchaser at his own expense receiving site plan approval for his project from the City.

- (c) It is understood and agreed by the Purchaser and Vendor that the completion of this transaction is subject to the Vendor receiving a release satisfactory to the City Solicitor of the Offer to Purchase agreement pertaining to Parts 15 and 16, Plan 62R-7820 dated 1987 February 26 between Jim Pattison Industries Ltd. operating as Mountain City News and the City of Hamilton.

All conditions contained herein are for the benefit of the Purchaser and may be waived by it in its sole and absolute discretion. If the Purchaser is unable to obtain the above mentioned approvals and is not prepared to waive said conditions, then on receipt of written notice to the Vendor or its solicitor on or before 1987 October 9th, advising that such conditions were unable to be met, then this Agreement shall be null and void and neither party shall have any further rights and obligations and the deposit shall be returned to the Purchaser without interest.

It is understood and agreed that the Vendor upon completion of this transaction will pay a 5% Real Estate Commission to Dunn Realty Ltd., whose agent Mr. Jack Dunn acted in this matter.

This transaction includes special building covenants, agreements and restrictions which are set out on the pages attached hereto as APPENDIX "I".

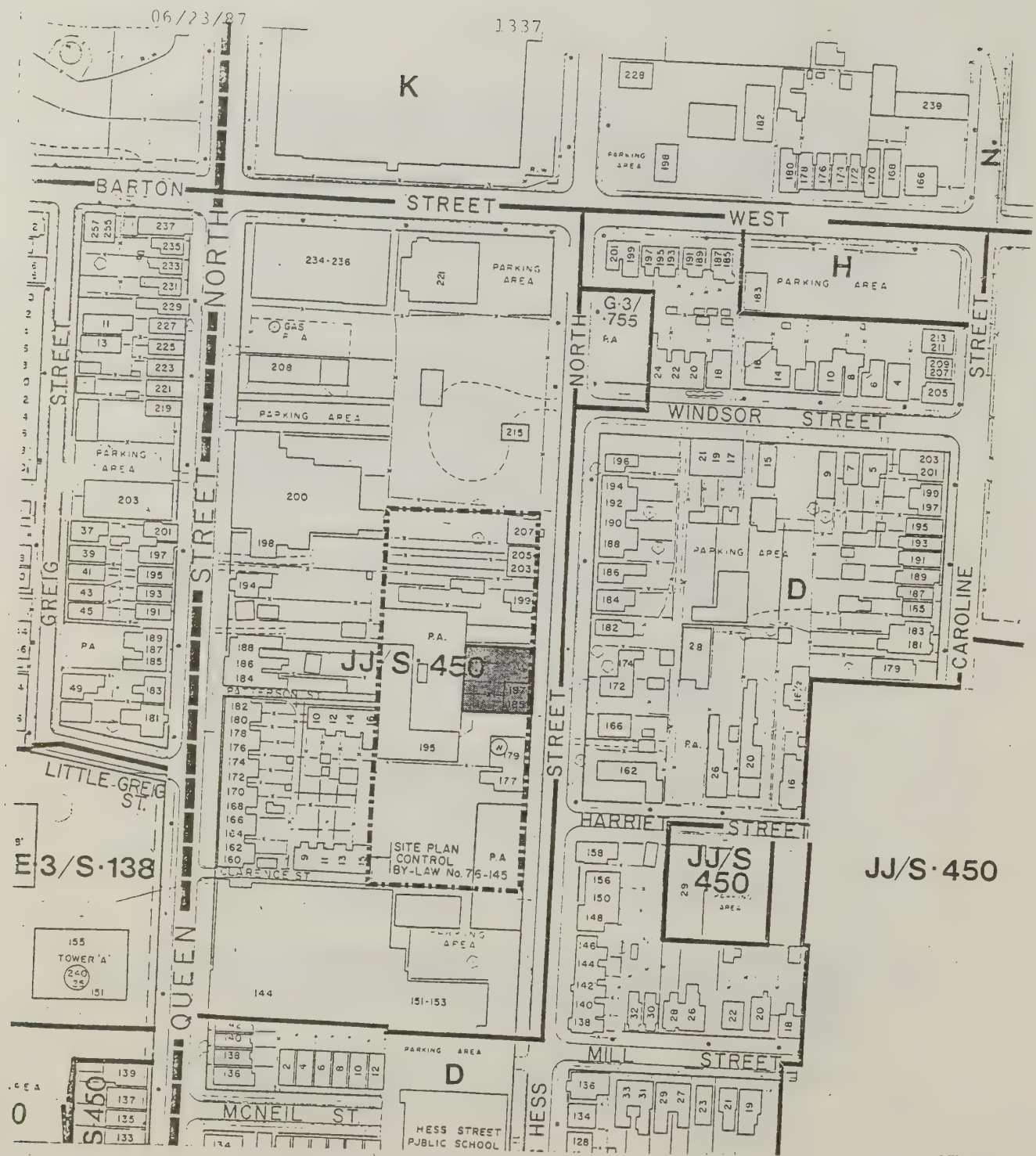
17. (a) That two (2) Planner III positions, within the Development Division of the Planning and Development Department, be hired on a 6 month contract basis, at a cost not to exceed \$33 000 including benefits.
- (b) That the Finance Committee be requested to determine the method of financing.
18. That the Corporation of the City of Hamilton accept the sum of \$41 571.72 as cash payment in lieu of 5% dedication in connection with "DiCenzo Gardens - Phase 1", Hamilton, this being the cash requirement under Section 50 of The Planning Act.

Note: These lands are located west of Upper Wellington Street and south of Stone Church Road in the Ryckman Neighbourhood, Hamilton, as shown on the map attached hereto and marked APPENDIX "J".

Respectfully submitted,

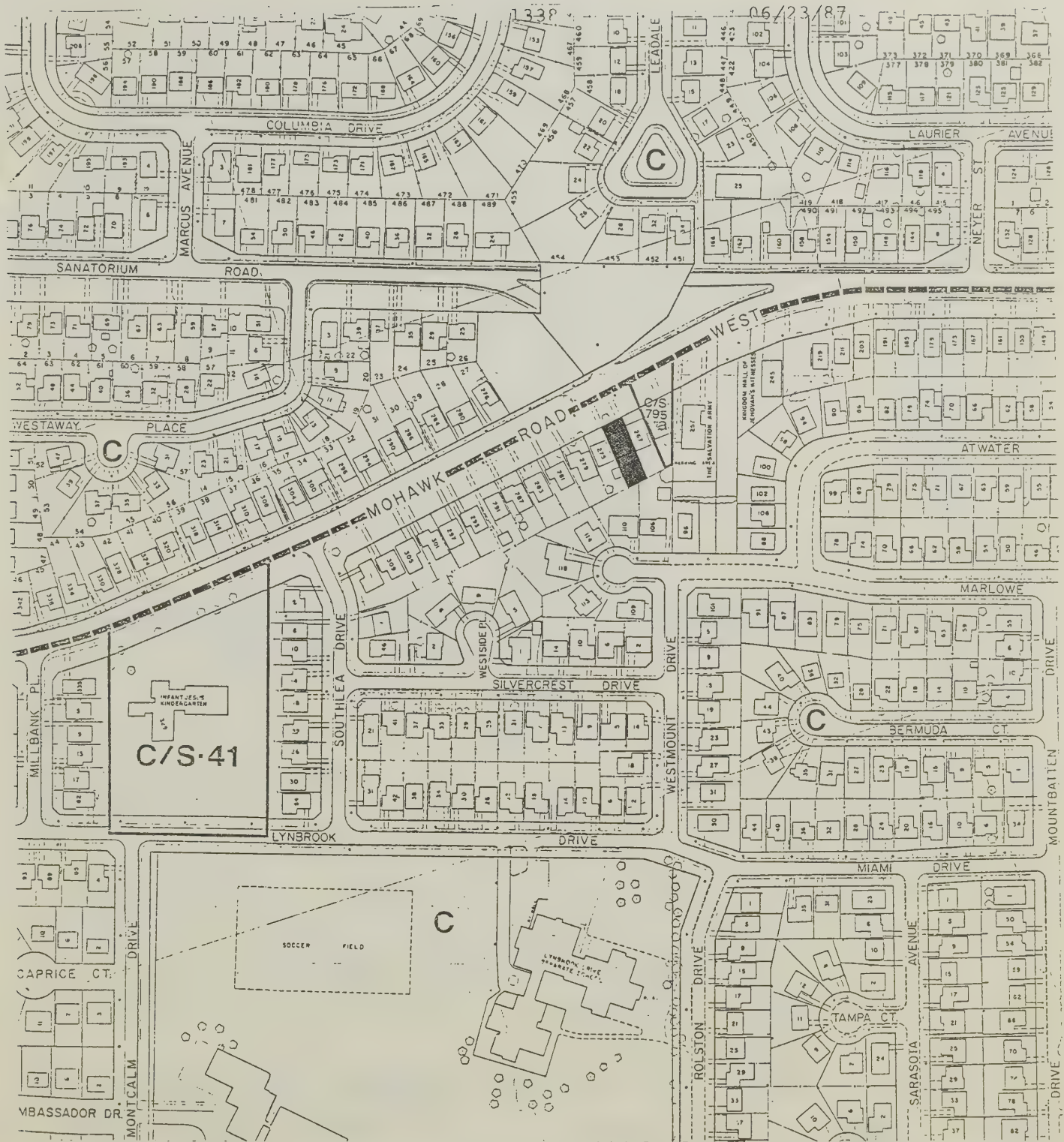
Susan K. Reeder
Acting Secretary
1987 May 27

ALDERMAN J. SMITH, CHAIRMAN
PLANNING & DEVELOPMENT COMMITTEE



APPENDIX "A" as referred to in
Section 1 of the Twelfth Report of
the PLANNING & DEVELOPMENT CTTEE.

APPENDIX A



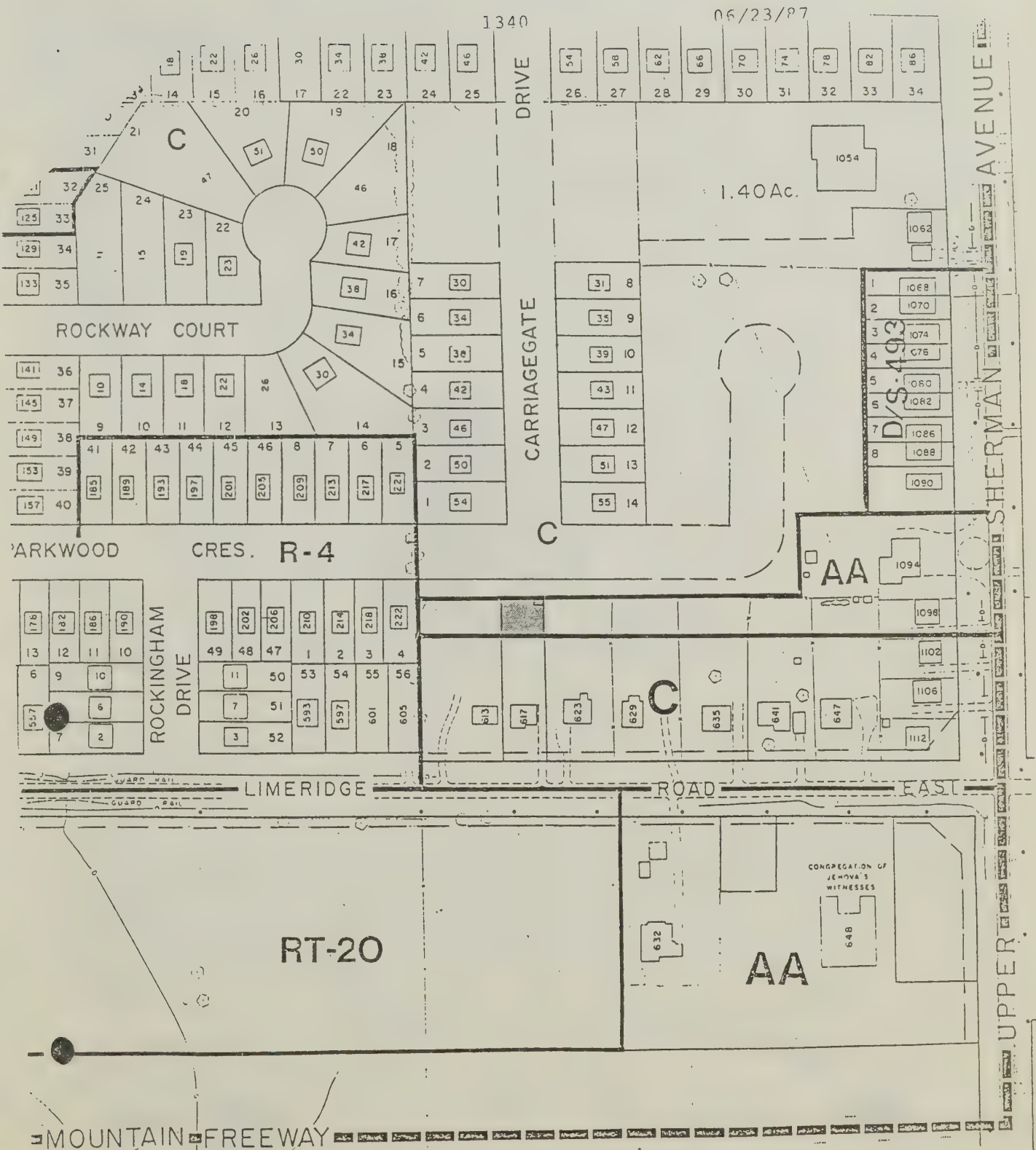
LEGEND



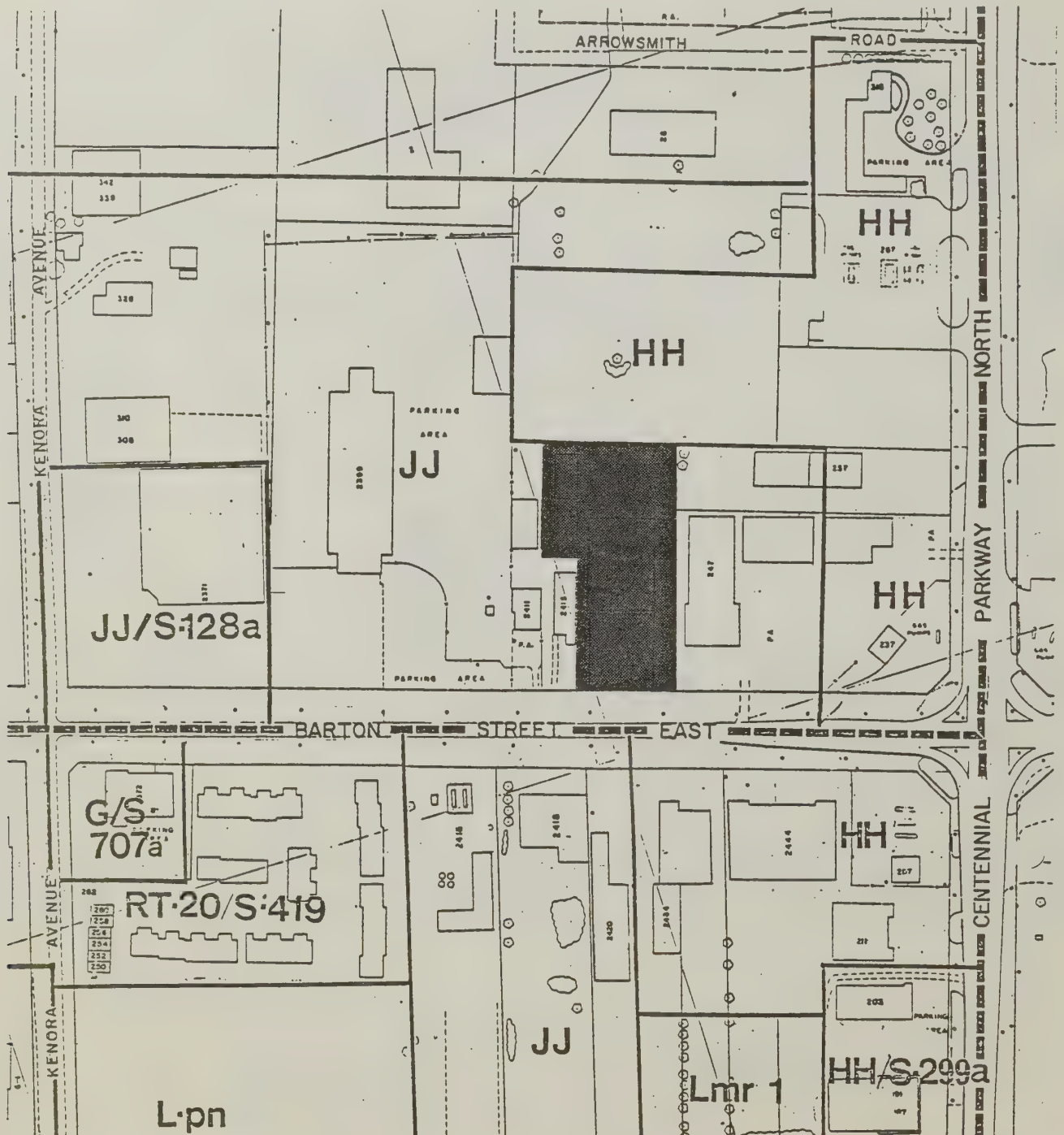
SITE OF THE APPLICATION

APPENDIX "B" as referred to in
Section 2 of the Twelfth Report of
the Planning & Development Cttee.

2A-87-30



APPENDIX "D" as referred to in
Section 4 of the Twelfth Report of
the Planning & Development Cttee.



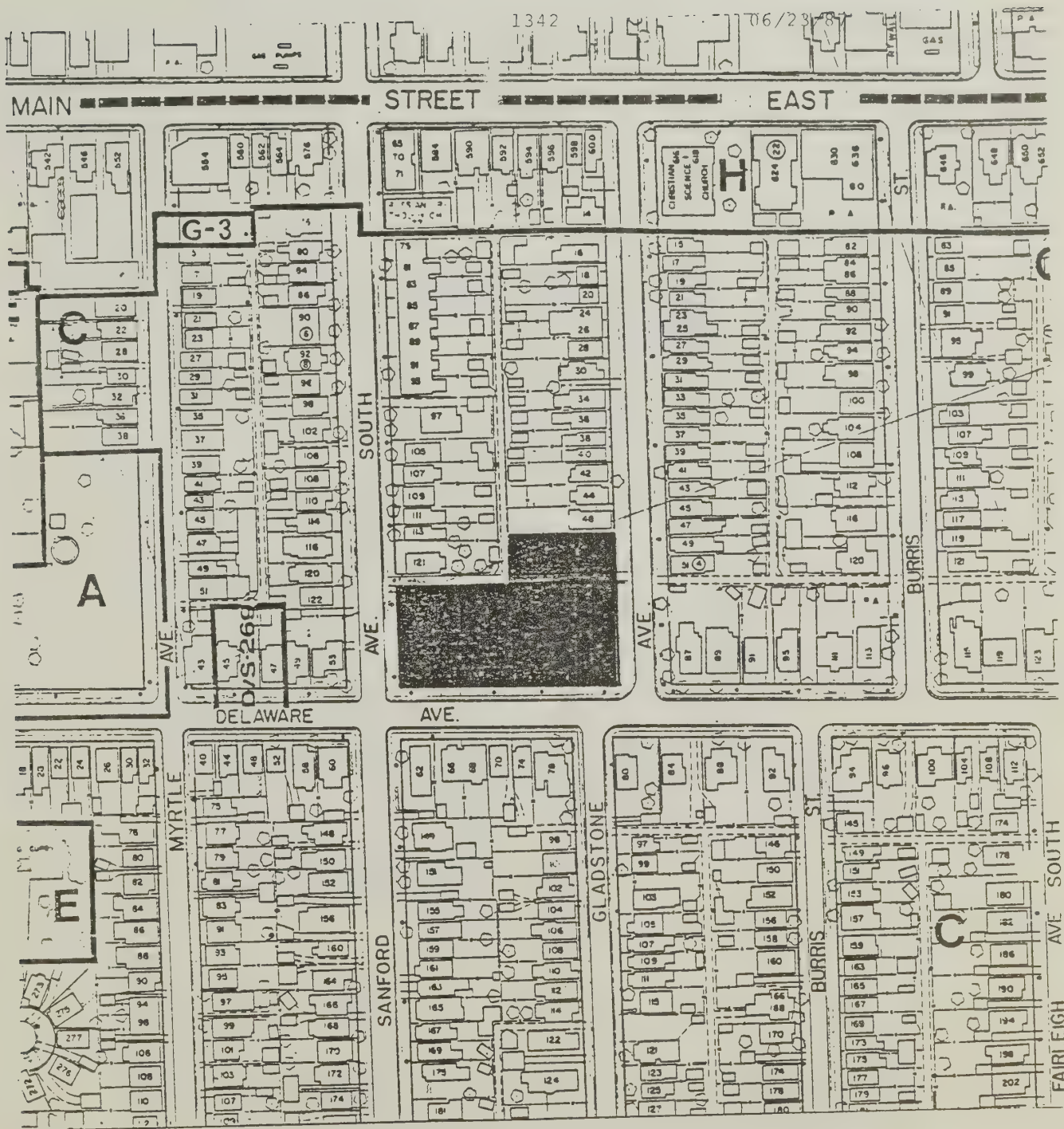
LEGEND



SITE OF APPLICATION

APPENDIX "E" as referred to in
Section 5 of the Twelfth Report of
the Planning & Development Cttee.





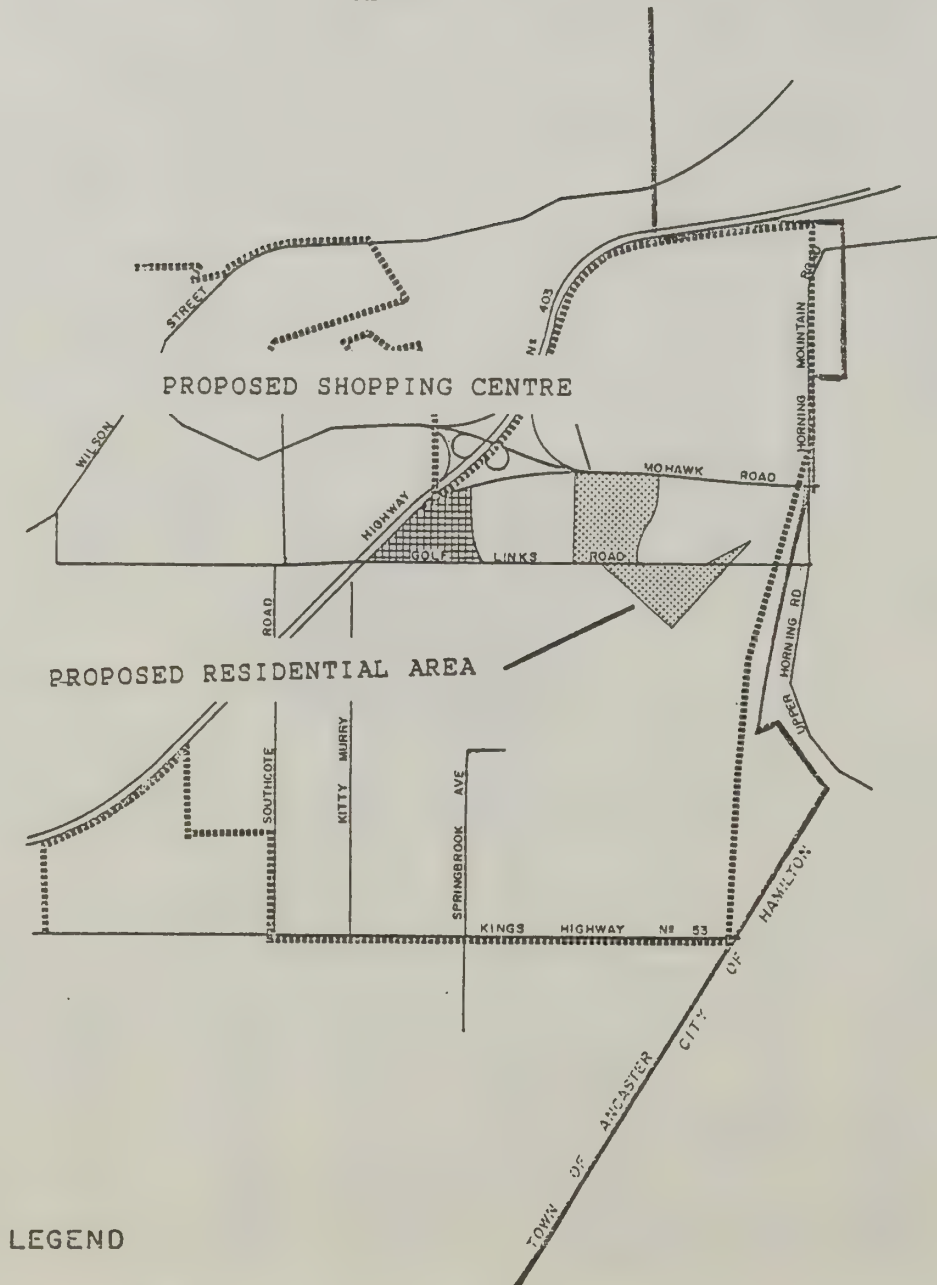
LEGEND

APPENDIX "F" as referred to in
Section 6 of the Twelfth Report of
the Planning & Development Cttee.



 SITE OF THE APPLICATION

ZA87-34

APPENDIX 1



LEGEND

- ANCASTER / HAMILTON CITY LIMITS
- ANCASTER URBAN AREA BOUNDARY
-  LANDS TO BE REDESIGNATED FROM RESIDENTIAL AND RELATED USES TO INDUSTRIAL
-  LANDS TO BE REDESIGNATED FROM INDUSTRIAL TO RESIDENTIAL AND RELATED USES.

APPENDIX "G" as referred to in Section 7 of the Twelfth Report of the Planning & Development Cttee.



MAY, PIRIE & ASSOCIATES LIMITED
COMMUNITY PLANNING & DEVELOPMENT CONSULTANTS
184 LOCUST STREET, BURLINGTON, ONTARIO
L7S 1V8 (416) 682-4046

AGREEMENT dated this 26th day of November, 1986.

B E T W E E N:

THE CORPORATION OF THE CITY OF HAMILTON,

Hereinafter called the "Lessor" or the "City"
OF THE FIRST PART

- and -

LAKEVIEW DEVELOPMENT LTD.,

Hereinafter called the "Lessee" or "Lakeview"
OF THE SECOND PART

WHEREAS:

(a) Lakeview and the City have entered into and registered on title to the leasehold land described in Schedule "A" attached hereto, a Development Agreement, dated November 19, 1981, registered as Instrument No. 292836 C.D.; Agreement dated August 3, 1982, registered as Instrument No. 292837 C.D.; Closing Agreement dated May 3, 1983, registered as Instrument No. 292838 C.D.; and an Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D.

(b) The City, as owner of the land described in Schedule "A" attached hereto, has entered into a Ground Lease dated May 3, 1983 with Lakeview as lessee (registered as Instrument No. 271066 C.D.), which Lease was amended by further Agreement dated July 29, 1983, registered as Instrument No. 292840 C.D. and a further Agreement dated May 3, 1983 (Closing Agreement), registered as Instrument No. 292838 C.D.

(c) The Development Agreement and the Ground Lease have both been further amended by:

(i) an Agreement dated November 1, 1984, among the lessor, the lessee and Citibank Canada and the City, registered as Instrument No. (the "Citibank Agreement"); and,

(ii) an Agreement dated August 21, 1985, entered into between the lessor and the lessee and registered as Instrument No. 164283 L.T.

(d) Pursuant to sec.5.01 of the Development Agreement (registered as Instrument No. 292836 C.D.) the Lessor has paid to the Lessee for the Capital Cost of the sub-basement and storage, namely the sum of \$1,667,965.00 being comprised of \$1,283,050.00 in construction costs together with an additional 30% thereof, namely \$384,915.00 for the Lessee's interest, overhead, supervision and all other costs and expenses in the construction of the sub-basement and storage. The full and final amount of this Capital Cost of the sub-basement and storage payable by the Lessor to the Lessee, namely \$1,667,965.00 was finally ascertained in 1984 and the final payment thereof was made by the Lessor to the Lessee in 1985.

1987 February 11

APPENDIX "H" as referred to in
Section 13 of the Twelfth Report
of the Planing & Development Cttee

(e) Pursuant to sec.3.03(a)(iii) of the Ground Lease dated May 3, 1983, the Lessee shall pay as additional rent to the Lessor during years eleven to twenty of the lease term on the terms and conditions specified therein, the \$1,677,965.00 Capital Cost of the sub-basement and storage.

(f) Section 3.03(a)(i) and (ii) provides that after the date of completion of the construction of the Improvements, the basic rent shall include, during the balance of the first period of the term, the sum of \$32,800.00 per annum payable in advance in monthly instalments of \$2,733.33.

(g) Section 3.03 of the Ground Lease dated May 3, 1983 further states, in part:

"Once the date of completion of the construction of Improvements, the Capital Cost of the Sub-Basement and Storage and the denominator of the Index Ratio have been determined either by agreement or by arbitration, the Lessor and the Lessee agree that they will execute an agreement confirming and recording them as so determined and such agreement shall be supplemental to and shall form a part of this lease."

(h) This is the Agreement contemplated by the above quoted portion of sec.3.03 of the Ground Lease.

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00), now paid by each of the parties to the other, (the receipt of which is hereby acknowledged), the parties hereto agree as follows:

1. The date of completion of the construction of the Improvements as referred to in sec.3.03(a)(i) of the Ground Lease and for the purposes of section 3.03(a)(i) and (ii), is hereby agreed to be the first day of January 1986.

Accordingly, the sum of \$32,800.00 per annum payable in advance in monthly instalments of \$2,733.33 provided for in sec.3.03(a)(ii) of the Ground Lease dated May 3, 1983 shall be included in the basic rent due the Lessor as of January 1, 1986 and thereafter, during the balance of the first period of the term.

2. (a) The Capital Cost of the sub-basement and storage payable by the Lessor to the Lessee was finally ascertained in 1984 under the provisions of sec.5.01 of the Development Agreement as the sum of \$1,667,965.00 and pursuant to sec.5.01, this sum was paid in full by the Lessor to the Lessee in 1985.

The Lessee hereby acknowledges receipt in full of the payment of this Capital Cost to the Lessee by the Lessor, the last payment having been received in 1985.

(b) In accordance with and upon the terms and conditions of sec.3.03(a)(iii) of the Ground Lease, this \$1,677,965.00 Capital Cost shall be paid by the Lessee to the Lessor in years eleven to twenty of the lease term as additional rent.

(c) As referred to in sec.3.03(a)(iii), the denominator of the Index Ratio as of 1984 (the year when the Capital Cost of the sub-basement level and storage payable by the Lessor to the Lessee was finally ascertained), namely the Consumer Price Index for Canada as of 1984, is 122.3.

(d) In the event that if at any time or times prior to the re-payment in full of the said Capital Cost of \$1,667,965.00 by the Lessee to the Lessor, there is a change in the present base year of the Consumers' Price Index for Canada as determined by Statistics Canada or any successor body, namely the base of 100 as at June 1981, it is agreed that appropriate change(s) will be made to the Consumer Price Index figure of 122.3 referred to in sub-section (c) above.

3. This Agreement shall be supplemental to and form part of the Ground Lease dated May 3, 1983.

4. Time shall remain of the essence of the Ground Lease amended by this Agreement.

5. This Agreement shall be registered by Lakeview on the Schedule "A" leasehold land forthwith after the execution of this Agreement.

6. COUNTERPARTS.

This Agreement may be executed in several counterparts each of which, when executed by the parties, shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective corporate seals attested by the signatures of their respective proper officers duly authorized in that behalf.

THE CORPORATION OF THE
CITY OF HAMILTON

Mayor

City Clerk

LAKEVIEW DEVELOPMENT LTD. LTD.

06/23/87

1347
SCHEDULE "A"

(Attached to and forming part of a certain Agreement dated November 26, 1986 entered into between The Corporation of the City of Hamilton and Lakeview Development Ltd.)

Parcel 1-2 in the Leasehold Parcel Register for Section W-39(c) in the Land Titles Office for the Land Registry Division of Wentworth

-being the whole of the said Parcel

IN the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, being composed of part of Lots 1, 2 and part of unnumbered Lot in Block 1, part of Lots 1, 2 and part of unnumbered Lot being in the Block bounded by King, Park, Market and MacNab Street, according to Plan No. 39 (David Kirkendall's Survey), registered in the Land Registry Office for the Registry Division of Wentworth and part of Park Street, according to said Plan No. 39, as stopped up and closed by By-law 81-14 of The Corporation of the City of Hamilton, registered in the said Land Registry Office as Instrument No. 174954 C.D. designated as PART 1 on Reference Plan 62R-7454, deposited in the Land Registry Office for the Land Titles Division of Wentworth, at Hamilton.

- 1(1) -

- 6.1 The Purchaser acknowledges to the Owner that the Purchaser realizes that in addition to the sale price payable in this Offer to Purchase, there may be municipal, regional, governmental or provincial charges, fees, levies and rates to be paid by the Purchaser; in particular, without limiting the generality of the foregoing, the Purchaser realizes that he may also be required after the grant to him:
- (a) to pay municipal, realty and business taxes;
 - (b) to pay City Local Improvement Charges for City services such as streets, sidewalks and curbs;
 - (c) to pay Regional Local Improvement Charges for Regional services such as water supply, storm sewers and sanitary sewers;
 - (d) to pay Regional Special Charge (sewer impost fee), upon application for a building permit;
 - (e) to pay building permit application fee;
 - (f) to pay for storm and sanitary sewers, water lines, their connections and laterals under the street and under the Purchaser's property;
 - (g) to pay for the connection of all utilities to the premises;
 - (h) to prepare and obtain approval of site plans pursuant to The Planning Act prior to the issuance of a building permit and to enter into a site plan agreement, if requested by the municipality;
 - (i) to convey five percent (5%) of the land to the municipality for park purposes as a condition of development or redevelopment of the land for residential purposes;
 - (j) to apply for a re-zoning of the property in the event that the Purchaser's proposed use of the property is not permitted by the zoning by-law. Such application is subject to the approval of the City and the approval of the Ontario Municipal Board.
- 6.2 This Agreement may not be assigned by the Purchaser. In particular and without limiting the generality of the foregoing statement, it is understood and agreed that only the Purchaser named herein shall take title on closing and the Purchaser does not have the right to direct the Owner to convey the land to the Purchaser in trust, to the Purchaser and another or to a new third party.
- 6.3 In consideration for the grant of the hereinbefore described land to the grantee, in addition to payment of the sale price to the grantor, the grantee covenants and agrees to and with the grantor:
- 1. That the grantee shall commence construction of a building, having a minimum building area of 8,000 square feet, upon the hereinbefore described land by not later than April 19th, 1988
- Building area is the greatest horizontal area of a building within the outside surface of the exterior walls. Construction is considered commenced when the foundations have been installed as determined by the Office of the Building Commissioner.
- 2. That the grantee shall complete construction of the said building not later than April 19th, 1989
- The building is considered completed upon the issuance by the Office of the Building Commissioner of a Final Inspection Report.
- 3. In the event that the grantee does not comply with covenants 1 and 2 or either of them by the date(s) set out therein, the grantee covenants and agrees that the grantee shall sell the lands to The Corporation of the City of Hamilton, free and clear

APPENDIX "I" as referred to
in Section 16(c) of the
Twelfth Report of the
Planning & Development Cttee

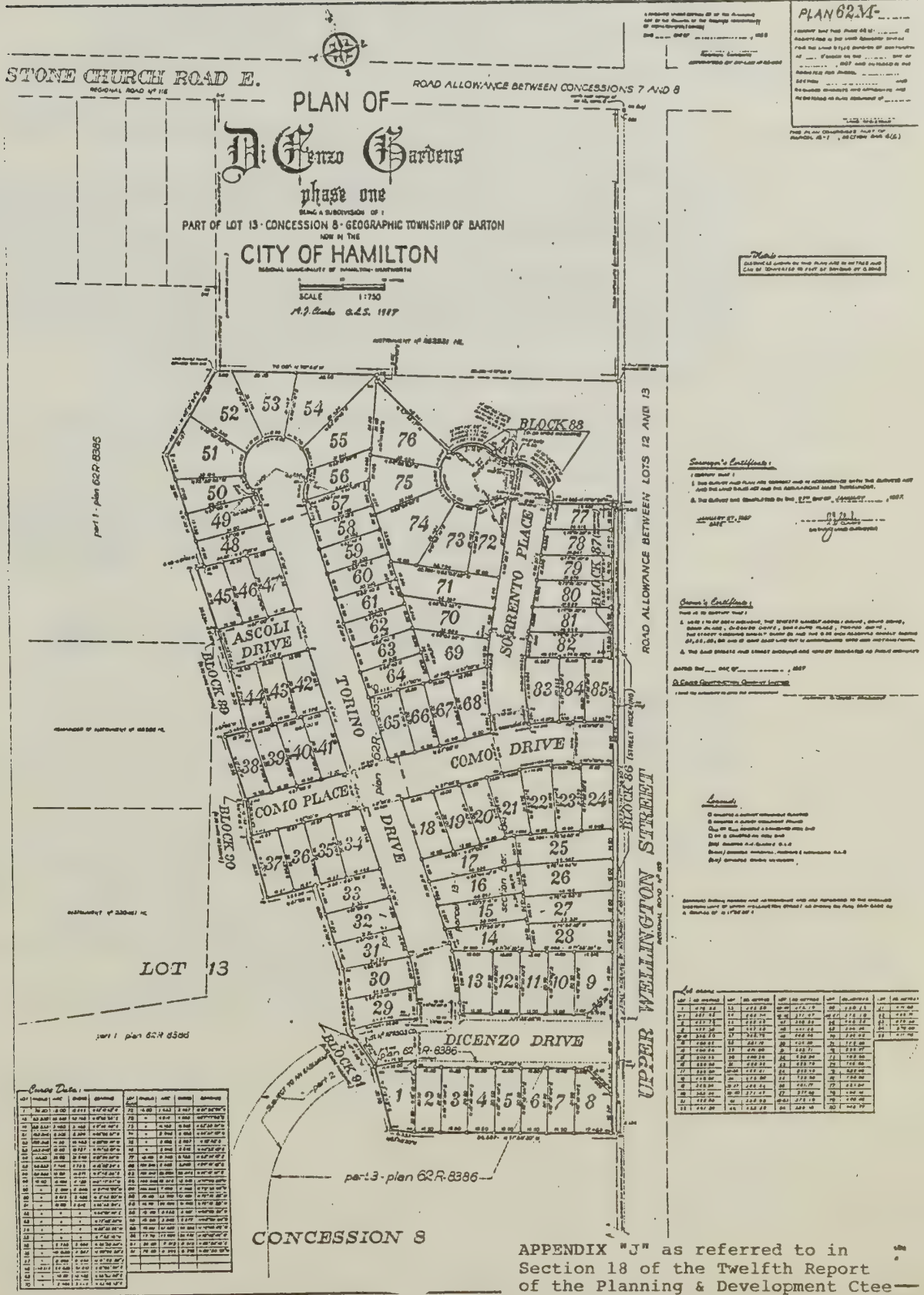
Continued..

- 1(b) -

of all charges, encumbrances, liens, claims or adverse interests whatsoever - if requested by the City, for the sale price herein, (without any interest) - less (a) the herein deposit; (b) the commission paid (if any) by the City to a real estate agent; (c) arrears of realty taxes (including the local improvement charges), penalty and interest owing on them - and further, without increase or compensation for costs of any improvements, additions, alterations, services or structures on, in or under the said lands.

- 6.4 The Purchaser agrees that the restrictions, covenants and agreements in paragraph 6.3 shall not merge upon the closing of this transaction but shall continue in full force and effect for the benefit of the Vendor, its successors and assigns.
- 6.5 The Purchaser agrees that the deed to him which he shall execute shall be subject to and include said paragraph 6.3 and its restrictions, covenants and agreements.

SCHEDULE "A"



REPORT OF THE PLANNING & DEVELOPMENT COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The Planning and Development Committee presents its **Thirteenth** Report for 1987 and respectfully recommends:

1. That **APPROVAL** be given to Zoning Application 87-02, Ron Lee owner and prospective owner, requesting a change in zoning from "L-mr-2" (Planned Development-Multiple Residential) District to "H" (Community Shopping and Commercial, etc.) District, modified, to permit the expansion of the car dealership parking area and to recognize the service garage portion of the car dealership as a conforming use for the properties located at 134 and 136 Ferguson Avenue North and the rear portion of the lands at 188 Cannon Street East, as shown on the attached map marked as

APPENDIX "A", on the following basis:

- (i) That the subject lands be rezoned from "L-mr-2" (Planned Development, Multiple Residential) to "H" (Community Shopping and Commercial, etc.) District;
- (ii) That the "H" (Community Shopping and Commercial, etc.) District regulations as contained in Section 14 of Zoning By-law No. 6593, applicable to the subject lands be modified to include the following variance as a special requirement:
 - (a) That notwithstanding Section 14.(1) a public garage excluding an auto body and fender repair shop shall be permitted within the existing building.
- (iii) That notwithstanding Section 18A(12), a minimum 1.5 m wide landscaped strip and a visual barrier not less than 1.2 m in height and not greater than 2.0 m in height shall be provided along the southerly lot line except in the area within 3 m of the front lot line and easterly lot line where the parking area abuts a residential use.
- (iv) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1029, and that the subject lands on Zoning District Map E-4 be notated S-1029;
- (v) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-4;
- (vi) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning Area.
- (vii) That the Beasley Neighbourhood Plan be amended by redesignating the subject lands from "High Density Apartments" to Commercial".

Note: The purpose of this By-law is to provide for a change in zoning from "L-mr-2") (Planned Development - Multiple Residential) District to "H" (Community Shopping and Commercial, etc.) District for the properties located at Nos. 134 and 136 Ferguson Avenue North and rear portion of the lands at No. 188 Cannon Street East.

The effect of the By-law is twofold:

- to recognize the service center portion of the car dealership as a conforming use;
- to expand the parking area of the dealership;
- to require a minimum 1.5 m wide landscaped strip and a visual barrier not less than 1.2 m in height and not greater than 2.0 m in height along the southerly and easterly lot line where the parking area abuts a residential use.

The two existing residential units will be demolished.

2. That **APPROVAL** be given to City Initiative 87-C, for a modification to the established "A" (Conservation, Open Space, Park and Recreation) District regulations applicable to City-owned property located at No. 53 Lake Avenue North, as shown on the attached map marked as **APPENDIX "B"** on the following basis:
- (i) That the "A" (Conservation, Open Space, Park and Recreation) District regulations as contained in Section Seven of Zoning By-law No. 6593 applicable to the subject lands be modified to include the following variance as a special requirement:
 - (a) That in addition to the uses permitted in clauses (viii) and (x), public uses, of Section 7 (1) of By-law No. 6593, a Senior Citizen Drop-In-Centre shall be permitted within the existing building.
 - (ii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1030, and that the subject lands on Zoning District Map E-114 be notated S-1030;
 - (iii) That the City Solicitor be directed to prepare a By-law to amend Zoning District Map E-114; and,
 - (iv) That the proposed change in zoning is in conformity with the Official Plan for the City of Hamilton Planning Area.

Note: The purpose of the By-law is to provide for a modification to the established "A" (Conservation, Open Space, Park and Recreation) District for City-owned property located at No. 53 Lake Avenue North as shown on the attached map marked as APPENDIX "B".

The effect of the By-law is to permit a Senior Citizen's Drop-In-Centre to be established within the existing building situated on the property.

3. That **APPROVAL** be given to Zoning Application ZA-87-38, Parkway Toyota Limited, owner, for a modification to the established "L-mr-1" (Planned Development - Multiple Residential) District regulations applicable to property located at the rear of No. 191 Centennial Parkway North, as shown on the attached plan marked as APPENDIX "C", on the following basis:

- (i) That the "L-mr-1" (Planned Development - Multiple Residential) District regulations as contained in Section 17B(6)(ii) of Zoning By-law No. 6593 applicable to the subject lands be modified in accordance with Section 38 of the Planning Act R.S.O., to permit the temporary use of these land for parking of automobiles for a period not exceeding one year.
- (ii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-1031, and that the subject land on Zoning District Map E-104 be notated S-1031.
- (iii) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-104.
- (iv) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area.

Note: The purpose of the By-law is to provide for a modification to the established "L-mr-1" (Planned Development - Multiple Residential) District regulations for property located at the rear of No. 191 Centennial Parkway North.

The effect of the By-law is to permit the temporary use of the site under the provisions of Section 38 of the Planning Act R.S.O. for the parking of motor vehicles for a period not exceeding one year.

- * 4. That APPROVAL be given to Zoning Application 87-40 David R. Maas, prospective owner, for a change in zoning from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District for property located at No. 390 Limeridge Road East, as shown on the attached map marked as APPENDIX "D", on the following basis:

- (i) That the subject lands be rezoned from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District;
- (ii) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps E18A and E18B;
- (iii) That the proposed change in zoning complies with the Official Plan for the City of Hamilton, and,
- (iv) That the Bruleville Neighbourhood Plan be amended by redesignating the subject lands from "Attached Housing" to a "Low Density Apartments" designation.

Note: The purpose of the By-law is to provide for a change in zoning from "AA" (Agricultural) District to "DE-3" (Multiple Dwellings) District for property located at No. 390 Limeridge Road East.

The effect of this By-law is to permit the subject lands to be developed in accordance with the "DE-3" District provisions either on their own, or in conjunction with development on adjoining lands either to the east or west.

5. (a) That APPROVAL be given to Official Plan Amendment No. 50 to create a special policy area to permit business and professional offices within the existing building and the City Solicitor be directed to prepare a by-law to amend the Official Plan for submission to the Regional Municipality of Hamilton-Wentworth.
- (b) That APPROVAL be given to Zoning Application ZA-87-42, Julia Quick, owner, requesting a further modification to the "B-1" (Suburban Agriculture and Residential) District, to permit the conversion of the entire building for business and professional offices (an approximate total area of 176.51 m² (1,900 sq. ft.) for the property located at No. 505 Queenston Road, as shown on the attached map marked as APPENDIX "E", on the following basis:

*Recorded Vote, See Page

- (i) That the "B-1" (Suburban Agriculture and Residential, etc.) District, regulations as contained in Section 8A of Zoning By-law 6593 as amended by By-law 77-157, applicable to the subject lands be further amended on the following basis:
 - (a) That Clause 1.1 be deleted and replaced with the following:
 - "1.1 Notwithstanding Section 8A business and professional offices shall be permitted within the existing building."
 - (b) That a new clause be added as 1.3:
 - "1.3 Notwithstanding Section 8A.(1) of Zoning By-law No. 6593, the following accessory use shall be permitted.
 - 1) One ground sign, wall sign, or projecting sign of an area not more than 0.4 square metres (4.31 sq. ft.) non-illuminated or illuminated by non-flashing indirect, or interior means only, located at least 1.5 metres (4.92 ft.) from the nearest street line in connection with any commercial use permitted in the district.
- (ii) That the amending By-law be added to Section 19B of Zoning By-law No. 6593 as Schedule S-4719, and that the subject lands on Zoning District Map E-95 be notated S-471a;
- (iii) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Map E-95;
- (iv) That the proposed change in zoning will be in conformity with the Official Plan for the Hamilton Planning Area upon the approval of the Official Plan Amendment No. 50.

Note: The purpose of the proposed By-law is to provide for a further modification to the "B-1" (Subdivision Agriculture and Residential, etc.) District for the property located at No. 505 Queenston Road.

The effect of the By-law is to permit the conversion of the entire building for business and professional offices.

In addition, the By-law permits the following accessory use:

One ground sign, wall sign, or projecting sign of an area not more than 0.4 square metres non-illuminated or illuminated by non-flashing indirect, or interior means only, located at least 1.5 metres from the nearest street line in connection with any commercial use permitted in the district.

6. That APPROVAL be given to Zoning Application 87-25, Casa Blanca Properties Inc., owner, for a change in zoning from "L-pn" (Planned Development - Public and Institutional) District and "JJ" (Restricted Light Industrial, etc.) District to "C" (Urban Protected Residential, etc.) District, for property located on the east side of Kenora Avenue and south of Barton Street East, as shown on the attached map marked as APPENDIX "F", on the following basis:

- (i) That the lands described as Block "1" be rezoned from "L-pn" (Planned Development - Public and Institutional) District to "C" (Urban Protected Residential, etc.) District;
- (ii) That the lands described as Block "2" be rezoned from "JJ" (Restricted Light Industrial, etc.) District to "C" (Urban Protected Residential, etc.) District;
- (iii) That the City Solicitor be directed to prepare a By-law to amend Zoning By-law No. 6593 and Zoning District Maps E-103 and E-104;
- (iv) That the proposed change in zoning is in conformity with the Official Plan for the Hamilton Planning area;
- (v) That the Kentley Neighbourhood be amended by redesignating Block "1" from "Civic and Institutional" to a "Single and Double" residential land use designation, and Block "2" from "Attached Housing" and "Industrial" to a "Single and Double" residential land use designation.

Note: The purpose of the By-law is to provide for the following changes in zoning for property located on the east side of Kenora Avenue and south of Barton Street East.

Block "1" - Change from "L-pn" (Planned Development - Public and Institutional) District to "C" (Urban Protected Residential, etc.) District;

Block "2" - Change from "JJ" (Residential Light Industrial, etc.) District to "C" (Urban Protected Residential, etc.) District;

The effect of the By-law is to permit development of the subject lands through a draft plan of subdivision for the purpose of constructing single-family detached dwellings.

7. (a) That **APPROVAL** be given for application SA-87-06, Casa Blanca Properties, owner, to establish a draft plan of subdivision on the east side of Kenora Avenue south of Barton Street, subject to the following conditions:
- (i) That this approval apply to the plan prepared by Ashenhurst Nouwens Limited dated 1987 February, revised to add a 4.5 m wide walkway and to show the required re-lotting for a total of 43 lots and one block.
 - (ii) That the road allowances be dedicated as public highways and the walkway be dedicated as a public walkway on the final plan.
 - (iii) That the streets be named to the satisfaction of the City of Hamilton and the Regional Municipality of Hamilton-Wentworth.
 - (iv) That the final plan conform with the Zoning By-law approved under The Planning Act.
 - (v) That the owner make a cash payment in lieu of the conveyance of 5% of the land included in the plan to the City of Hamilton for park purposes.
 - (vi) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.
 - (vii) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot in the final plan.
 - (viii) That the owner shall erect a sign in accordance with Section X of the Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
 - (ix) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
- (b) That a subdivision agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-87-06), Casa Blanca Properties, owner, proposed draft plan of subdivision and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.

8. (a) That **APPROVAL** be given for application SA-87-07, E. & E. Rode, owners, to establish a draft plan of subdivision at the north-easterly corner of Stone Church Road and Upper Wentworth Street subject to the following conditions:
- (i) That this approval apply to the plan prepared by S. W. Woods Inc., dated 1987 February 23, revised to show 69 lots, one block for development with adjacent lands, four blocks for 0.3 m reserves, two blocks for road widenings, one block as a walkway and a daylight triangle of 12.19 metres by 12.19 metres.
 - (ii) That the road allowances be dedicated as public highways and the walkway be dedicated as a public walkway on the final plan.
 - (iii) That the streets be named to the satisfaction of the City of Hamilton and Regional Municipality of Hamilton-Wentworth.
 - (iv) That the final plan conform with the Zoning By-law approved under The Planning Act.
 - (v) That the owners make a cash payment in lieu of the conveyance of 5% of the land included in the plan to the City of Hamilton for park purposes.
 - (vi) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.
 - (vii) That the owners provide the City of Hamilton with a certified list showing the net area and width of each lot in the final plan.
 - (viii) That the owners convey Block "72", "73" and Block "74" (0.3 m reserves) to the City of Hamilton.
 - (ix) That any dead-ends of the road allowances created by the plan be terminated in 0.3 m reserves to be conveyed to the City of Hamilton and held by the City until required for the future extension of the road allowances or development of abutting lands.
 - (x) That Block "77" the walkway be developed as an emergency access to the satisfaction of the Regional Engineer.
 - (xi) That block "70" be developed only in conjunction with adjacent land.
 - (xii) That the owner shall erect a sign in accordance with Section X of the Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.

- (xiii) That the owners agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
 - (b) That a subdivision agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-87-07), E. & E. Rode, owners, proposed draft plan of subdivision and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.
 - (c) That the Rushdale Neighbourhood Plan be amended accordingly.
 - (d) That the City Solicitor be requested to prepare a by-law for the approval of Council which would rescind Subsection 2(a), Section 2 of By-law No. 79-11 and Section 49 of By-law No. 82-220.
9. (a) That **APPROVAL** be given for application SA-87-05, 660555 Ontario Limited, c/o Mr. M. Marawich, owner, to establish a draft plan of subdivision west of Upper Gage Avenue, north of Rymal Road and south of Stone Church Road subject to the following conditions:
- (i) That this approval apply to the plan prepared by A. J. Clarke and Associates, dated 1986 December 29, showing 74 lots, one block for development with adjacent land and one block for 0.3 m. reserve.
 - (ii) That the owner acquire sufficient land to establish Elmore Drive and Presidio Drive to their full width.
 - (iii) That the road allowances be dedicated as public highways on the final plan.
 - (iv) That block "75" be developed only in conjunction with adjacent lands.
 - (v) That block "76" and the dead-end and open side of the road allowances created by this plan be terminated in 0.3 m reserves to be conveyed to the City of Hamilton and held by the City until required for the future extension of the road allowances or development of abutting lands.
 - (vi) That the streets be named to the satisfaction of the City of Hamilton and Regional Municipality of Hamilton-Wentworth.
 - (vii) That the final plan conform with the Zoning By-law approved under The Planning Act.

- (viii) That the owner make a cash payment in lieu of the conveyance of 5% of the lands included in the plan to the City of Hamilton for park purposes.
 - (ix) That such easements as may be required for utility or drainage purposes be granted to the appropriate authority.
 - (x) That the owner provide the City of Hamilton with a certified list showing the net area and width of each lot in the final plan.
 - (xi) That the owner shall erect a sign in accordance with Section X of the Subdivision Agreement prior to the issuance of a final release by the City of Hamilton.
 - (xii) That the owner agree in writing to satisfy all the requirements, financial and otherwise, of the City of Hamilton.
- (b) That the Planning and Development Committee recommend to the Transport and Environment Committee that one-half of Presidio Drive adjacent to Lots 1 to 4 and 19 to 23 and 40 to 44, Elmore Drive adjacent to lots 59 to 67, and the extension of Northstar Drive from Elmore Drive to Upper Gage Avenue be opened up to a full width of 20 metres and 26 metres respectively.
 - (c) That a subdivision agreement be entered into by the Corporation of the City of Hamilton and the owner to provide for compliance with the conditions of approval established by the Hamilton-Wentworth Region with respect to this application (SA-87-05), 660555 Ontario Limited, owner, proposed draft plan of subdivision and that the City execute the agreement when the said conditions have been met and the City's share of the cost of installing municipal services has been approved by City Council.
10. That **APPROVAL** be given to application SA-87-09 "Sandrina Gardens", DiCenzo Construction Company Limited, owner, to establish a draft plan of Condominium located on the south side of Rymal Road west and east of a proposed extension of Upper Gage Avenue subject to the following condition:
- (a) That this approval apply to the plan prepared by A. J. Clarke and Associates, Professional Engineers and Ontario Land Surveyors, dated 1987 March 11.

- * 11. (a) That the City owned land east of the proposed parking garage on York Boulevard not be sold until comprehensive development plans are prepared by a private developer for the area between Vine Street, York Boulevard, James Street and the proposed parking garage.
- (b) That the City owned land be landscaped (Plan 1) attached hereto as **Appendix "G"**, as part of the streetscaping on the north side of York Boulevard between MacNab Street and James Street North.
- Note:** \$100,000 has already been allocated by the City for landscaping the area between MacNab Street and James Street North on the north side of York Boulevard.
12. (a) That the City Clerk be authorized and directed to petition the Ontario Government on behalf of City Council, to amend Section 33 of The Planning Act to ensure that no person shall demolish or cause to be demolished any residential building or part thereof unless he is the holder of a permit issued by Council under this section.
- (b) And furthermore, that the City Clerk inform the Association of Municipalities of Ontario (A.M.O.) and all municipalities over 100 000 in population.
13. That the Building Commissioner be authorized to issue demolition permits for the demolition of the following residential buildings:
- (a) 154 Burlington Street East
 - (b) 31 Rymal Road East
 - (c) 1576 Upper James
 - (d) 2804 King Street East
 - (e) 8 Auchmar Road
 - (f) 836 Main Street East
14. (a) That, at the request of the Downtown Promenade Business Improvement Area (B.I.A.), the City Solicitor be directed to prepare an amending by-law to By-law No. 82-151 to include those businesses in the block bounded by Main and King Streets, James and MacNab Streets, as outlined in **APPENDIX "H"** herewith attached, following the appropriate circularization procedures.
- (b) That, the City Solicitor be hereby authorized and directed to include a map (attached herewith as **APPENDIX "I"**) with the amending by-law.

*Section 11 Referred Back

15. That the following twelve (12) Ontario Home Renewal Programme applications and three (3) Hamilton Rehabilitation Programme applications be approved authorizing the Department of Community Development to process grants/loans in the amount not to exceed \$7 500.

Ontario Home Renewal Programme

- (i) H. Armstrong
230 Bay Street South
- (ii) E. Crimen
243 West 5th Street
- (iii) R. DiCiacca
51 Wise Crescent
- (iv) M. Gaverluk
392 Catherine Street North
- (v) J. Gaillitis
12 Green Meadow Road
- (vi) J. Jaskula
145 Beechwood Avenue
- (vii) L. Dzienis
74 Toby Crescent
- (viii) A. Bunting
11 Florence Street
- (ix) C. Gillen
30 Nova Drive
- (x) M. Ryder
14 Locarno Avenue West
- (xi) M. Labuda
596 Upper Ottawa Street
- (xii) H. Hudecki
144 Balsam Avenue North

Hamilton Rehabilitation Programme

- (i) T. Brown
675 Cochrane Road
- (ii) A. Hardy
44 West 22nd Street
- (iii) J. Hinshalwood
164 Crosthwaite Avenue North

NOTE: The actual amount of grant nor loan to be determined by inspection of the property under the Property Standards By-law 74-74 and pursuant to Regulation 506 (R.R.O. 1980) under The Housing Development Act for the Ontario Home Renewal Programme (O.H.R.P.) and pursuant to By-law 78-113 for the Hamilton Rehabilitation Programme (H.A.R.P.)

16. (a) That By-law #81-47 appointing the International Village Business Improvement Area Board of Management be amended to delete the following names: Mr. F. H. Jones, Mr. G. Zack, Mr. R. Denninger, Mr. M. Wasserman, Mr. S. Adler.

And, add the following names: Mr. G. Thompson, Mrs. M. Galante, Ms. J. O'Brien, Mr. F. Lauinger, Mr. B. Elliot.
- (b) That the City Solicitor be authorized and directed to amend By-law #81-47 pursuant to (a) above.
17. (a) That the attached Community Improvement Plan for the Corktown Stinson Neighbourhood, attached hereto as **APPENDIX "J"** be approved in order to implement the Ontario Neighbourhood Improvement Programme (O.N.I.P.); and,

(b) That the City Solicitor be hereby authorized and directed to prepare the requisite by-law; and,

(c) That the City Solicitor be hereby authorized to submit to the Province, Ministry of Municipal Affairs, the Community Improvement Plan for the Corktown Stinson Neighbourhood for their approval.

(d) That the Mayor and City Clerk be hereby authorized to sign and execute, on behalf of the City Corporation, the Provincial-Municipal Agreement pursuant to which the O.N.I.P. will be implemented in the Corktown Stinson Neighbourhood.
18. (a) That, Frank Basciano Landscape Architects Ltd., be appointed for the consultation design, preparation of working drawings and specifications ready for construction tender and construction supervision of the Corktown Stinson Ontario Neighbourhood Improvement Programme at an upset fee of \$70 000 and, charged to Account No. 0405-79701 and,

(b) That the City Solicitor be authorized and directed to prepare the necessary agreement between the City and Frank Basciano Landscape Architects; and,

(c) That the Mayor and City Clerk be authorized to execute the agreement referenced in (b) above.

19. That the Offer from Mel Lawson Enterprises Ltd., Henry H. Young Construction Limited, and Gordon Lawson Enterprises Ltd. carrying on business as Rymal Developments (1986), to purchase the triangular parcel of land owned by the City of Hamilton which contains an area of 62.9m² (677.07 square feet) and having a frontage of 17.208 metres (56.45 feet) along the southerly limit of Hedgewood Avenue in the proposed "Nash Orchard Heights West" plan of subdivision, being part of Lot 28, Concession 4 in the former Township of Saltfleet, for the purchase price of \$975 be approved.

Note: A deposit cheque in the sum of \$100 is being held by the City Treasurer pending Council approval.

The acceptance of this offer is open until 1987 June 30th and the closing date has been tentatively scheduled for 1987 August 20th.

20. That Mr. Joe Ng, owner of 712 Main Street East be appointed to the St. Clair Heritage District Advisory Committee.
21. That **APPROVAL** be given to the request of the owner of 712 Main Street East, which is located within the St. Clair Heritage Conservation District, for a Heritage Permit to carry out alterations subject to the choice of a suitable colour in respect of the installation of awnings.
22. (a) That **APPROVAL** be given to the "Intent to Designate" the Carnegie Building as 55 Main Street West as a property of historical and architectural value, pursuant to the provisions of the Ontario Heritage Act, 1983, and
- (b) That the City Solicitor be authorized and directed to take the appropriate action to have this property designated pursuant to the provisions of the Ontario Heritage Act, 1983.
23. That the interim account of Weir and Foulds, Barristers and Solicitors, dated 1987 May 28 in the amount of \$5 552 for fees and \$310.88 in disbursements for a total of \$5 862.88 be paid.

Note: This account covers services from 1987 January 1 to 1987 April 23.

This involves a Supreme Court of Ontario action by the architects of the Hamilton Central Library and Farmers' Market for further fees and interest in the amount of some \$600 000. By adopting Section 20 of the Twenty-fifth Report of the Planning and Development Committee at its meeting of 1985 September 24, City Council approved that the firm of Weir and Foulds, Barristers and Solicitors be retained under the direction of the City Solicitor to act for the City. Examinations for Discovery are presently taking place.

24 . That leave be granted to introduce the following Bills:

- Bill D-77 By-law to Amend Zoning By-law No. 6593 Respecting Townhouses Located in "D" District.
- Bill D-78 By-law to Amend Zoning By-law No. 6593 Respecting Land Located at Municipal No. 14 Duke Street.
- Bill D-79 By-law to Amend Zoning By-law No. 6593 Respecting Land Located at Municipal No. 1621 Upper Sherman Avenue.
- Bill D-80 By-law to Designate Municipal Nos. 255-265 James Street North as Property of Historic and Architectural Value and Interest.
- * Bill D-81 By-law to Amend Zoning By-law No. 6593 Respecting Land Municipally Known as No. 1491 Main Street East.
- Bill D-82 By-law to Designate An Improvement Area Barton East #1.
- Bill D-83 By-law to Amend Zoning By-law No. 6593 Respecting Lands Located at Municipal Nos. 169-179 Hunter Street East.
- Bill D-84 By-law to Amend Zoning By-law No. 6593 Respecting Land Located at Municipal No. 45 Lockton Crescent.
- Bill D-85 By-law to Remove Site Plan Control Respecting Land Located at Municipal No. 45 Lockton Crescent.
- Bill D-86 By-law to Adopt the James Street North Community Improvement Plan (Jamesville).
- Bill D-87 By-law to Repeal Zoning By-law No. 87-157 Respecting Land Located on the East Side of Mount Albion Road, in the Area North of Greenhill Avenue.
- Bill D-88 By-law to Amend Zoning By-law No. 6593 Respecting Lands Located on the South Side of Beaverton Drive and east of Acadia Drive.
- Bill D-89 By-law to Amend Zoning By-law No. 6593 Respecting Land Located at Municipal No. 649 Main Street West.

*Recorded Vote, See Page

- Bill D-90 By-law to Amend Zoning By-law No. 6593 Respecting Lands Located at Municipal No. 1019 Fennell Avenue East.
- Bill D-91 By-law to Amend Zoning By-law No. 6593 Respecting Land Located at Municipal Nos. 112, 115, 117, 121, 124, 125, 128, 129, 131, 132, 141, 144, 151 and 153 St. Clair Avenue.
- Bill D-92 By-law to Amend Zoning By-law No. 6593 Respecting Lands Located on the South Side of Rymal Road West, east of the Existing St. Elizabeth Retirement Village.
- *Bill D-93 By-law to Amend Zoning By-law No. 6593 Respecting Land Located on the North West Corner of Rymal Road West and West 5th Street.

- **25. (a) That an Offer to Purchase the lands of the Corporation of the City of Hamilton located on Rymal Road East duly executed on 1987 May 5 by the Purchaser, James Miles and scheduled for closing on 1987 July 30 be approved and completed.

The purchase price is \$48 000. A deposit cheque in the amount of \$4 800. is being held by the City Treasurer pending Council approval.

The property is composed of a vacant parcel of land located on the southern limit of Rymal Road East having a frontage of 46 metres (150.9 feet) by a depth of 91.44 metres (300 feet) and containing an area of 4 206m² (1.0303 acres).

- (b) That Item 15 of the Twentieth Report of the Planning and Development Committee approved by City Council on 1986 September 30, BE RESCINDED.

This transaction includes special building covenants, agreements and restrictions which are set out on the pages attached hereto as APPENDIX "A".

NOTE: James Miles had executed an Option to Purchase Lot 4, Plan M-352 on 1986 September 5, with the option to exercise the purchase of same by 1987 April 8. Mr. Miles in advertently missed the deadline date of 1987 April 8 and through his solicitor, Mr. Wilkins, approached the City on 1987 April 24 to exercise the Option to Purchase. According to Clause 3 of the Agreement dated 1986 September 5, if the option was not exercised by 1987 April 8, the Agreement would be null and void and no longer binding upon the parties thereto.

As Mr. Miles wishes to proceed with the purchase of Lot 4, Plan M-352, the Real Estate Department has recommended approval of the Offer to Purchase agreement which contains the same terms and conditions as contained in the Option to Purchase Agreement.

Mr. Miles plans to build a 5 000 square foot warehouse for lease purposes.

Respectfully submitted,

Susan K. Reeder, Acting Secretary
1987 June 10

ALDERMAN J. SMITH, CHAIRMAN
PLANNING AND DEVELOPMENT COMMITTEE

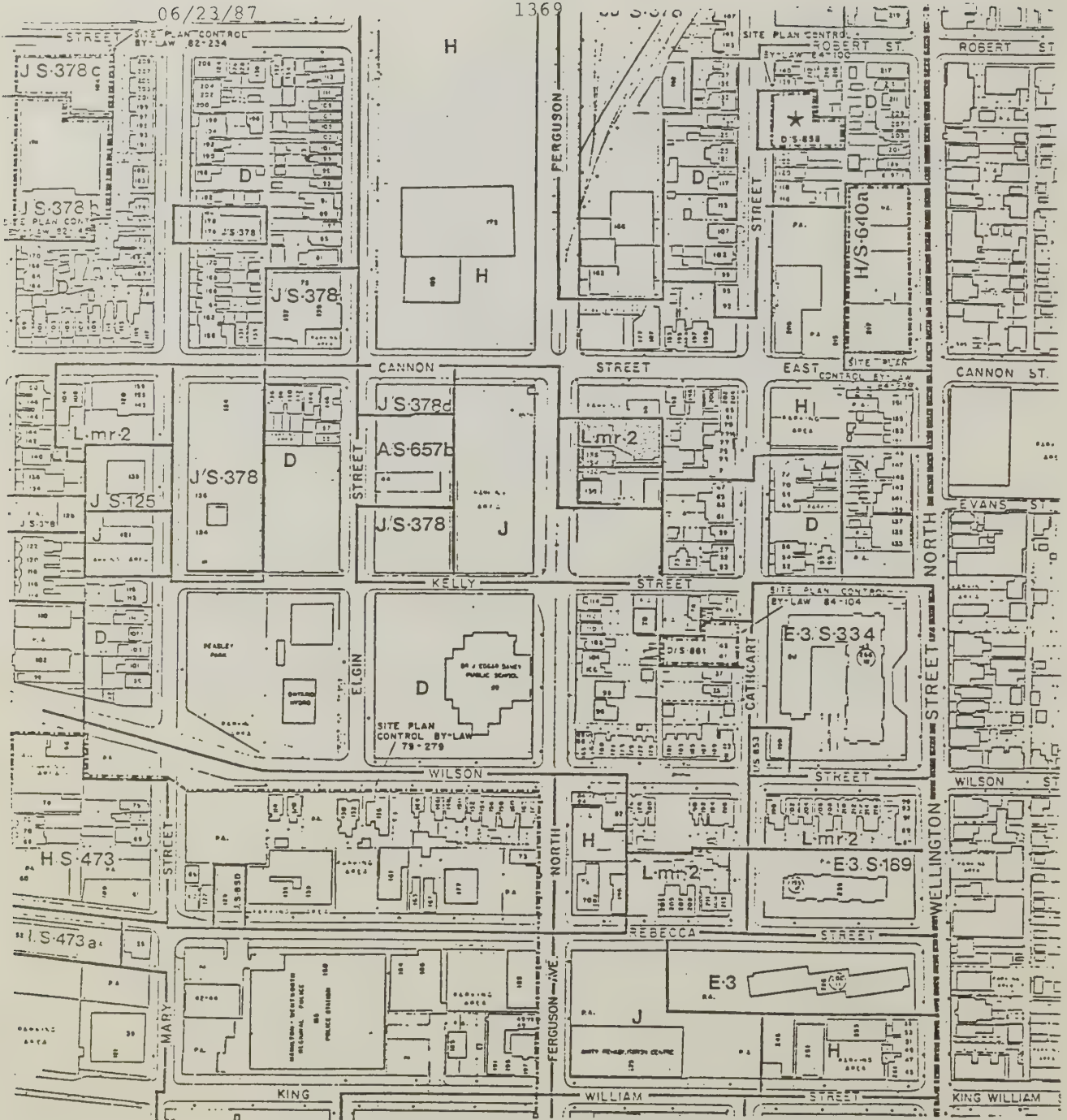
*Bill D-93 Added During Council

**Section 25 Added During Council

- 6.1 The Purchaser acknowledges to the Owner that the Purchaser realizes that in addition to the sale price payable in this Offer to Purchase, there may be municipal, regional, governmental or provincial charges, fees, levies and rates to be paid by the Purchaser; in particular, without limiting the generality of the foregoing, the Purchaser realizes that he may also be required after the transfer to him:
- (a) to pay municipal, realty and business taxes;
 - (b) to pay City Local Improvement Charges for City services such as streets, sidewalks and curbs;
 - (c) to pay Regional Local Improvement Charges for Regional services such as water supply, storm sewers and sanitary sewers;
 - (d) to pay Regional Special Charge (sewer impost fee), upon application for a building permit;
 - (e) to pay building permit application fee;
 - (f) to pay for storm and sanitary sewers, water lines, their connections and laterals under the street and under the Purchaser's property;
 - (g) to pay for the connection of all utilities to the premises;
 - (h) to prepare and obtain approval of site plans pursuant to The Planning Act prior to the issuance of a building permit and to enter into a site plan agreement, if requested by the municipality;
 - (i) to convey five percent (5%) of the land to the municipality for park purposes as a condition of development or redevelopment of the land for residential purposes;
 - (j) to apply for a re-zoning of the property in the event that the Purchaser's proposed use of the property is not permitted by the zoning by-law. Such application is subject to the approval of the City and the approval of the Ontario Municipal Board.
- 6.2 This Agreement may not be assigned by the Purchaser. In particular and without limiting the generality of the foregoing statement, it is understood and agreed that only the Purchaser named herein shall take title on closing and the Purchaser does not have the right to direct the Owner to convey the land to the Purchaser in trust, to the Purchaser and another or to a new third party.
- 6.3 In consideration for the transfer of the hereinbefore described land to the transferee, in addition to payment of the sale price to the transferor, the transferee covenants and agrees to and with the transferor:
- 1. That the transferee shall commence construction of a building, having a minimum building area of 5,000 square feet, upon the hereinbefore described land by not later than January 31, 1988
- Building area is the greatest horizontal area of a building within the outside surface of the exterior walls. Construction is considered commenced when the foundations have been installed as determined by the Office of the Building Commissioner.
- 2. That the transferee shall complete construction of the said building by not later than January 31, 1989
- The building is considered completed upon the issuance by the Office of the Building Commissioner of a Final Inspection Report.
- 3. That no transfer of the hereinbefore described land shall be made by the transferee until The Corporation of the City of Hamilton confirms that covenants 1 and 2 have been complied with.

5. In the event that the transferee does not comply with covenants 1 and 2 or either of them by the date(s) set out therein, the transferee covenants and agrees that the transferor shall sell the lands to the transferor, free and clear of all charges, encumbrances, liens, claims or adverse interests whatsoever - if requested by the transferor, for the sale price herein. (Without any interest - less (a) the deposit; (b) the commission paid (if any) by the transferor to a real estate agent; (c) arrears of realty taxes including the local improvement charges, penalty and interest owing on them - and further, without increase or compensation for costs of any improvements, additions, alterations, services or structures on, on or under the said lands.
6. The said transferor as registered owner and the said transferee hereby apply to the said and authorize the Land Registrar to have Notice of the covenants set out above entered on the Register of the land being transferred herein to the said transferee.
- 6.4 The Purchaser agrees that the restrictions, covenants and agreements in paragraph 6.3 shall not merge upon the closing of this transaction but shall continue in full force and effect for the benefit of the Vendor, its successors and assigns.
- 6.5 The Purchaser agrees that the transfer to the Vendor shall execute shall be subject to and include with paragraph 6.3 and its restrictions, covenants and agreements.

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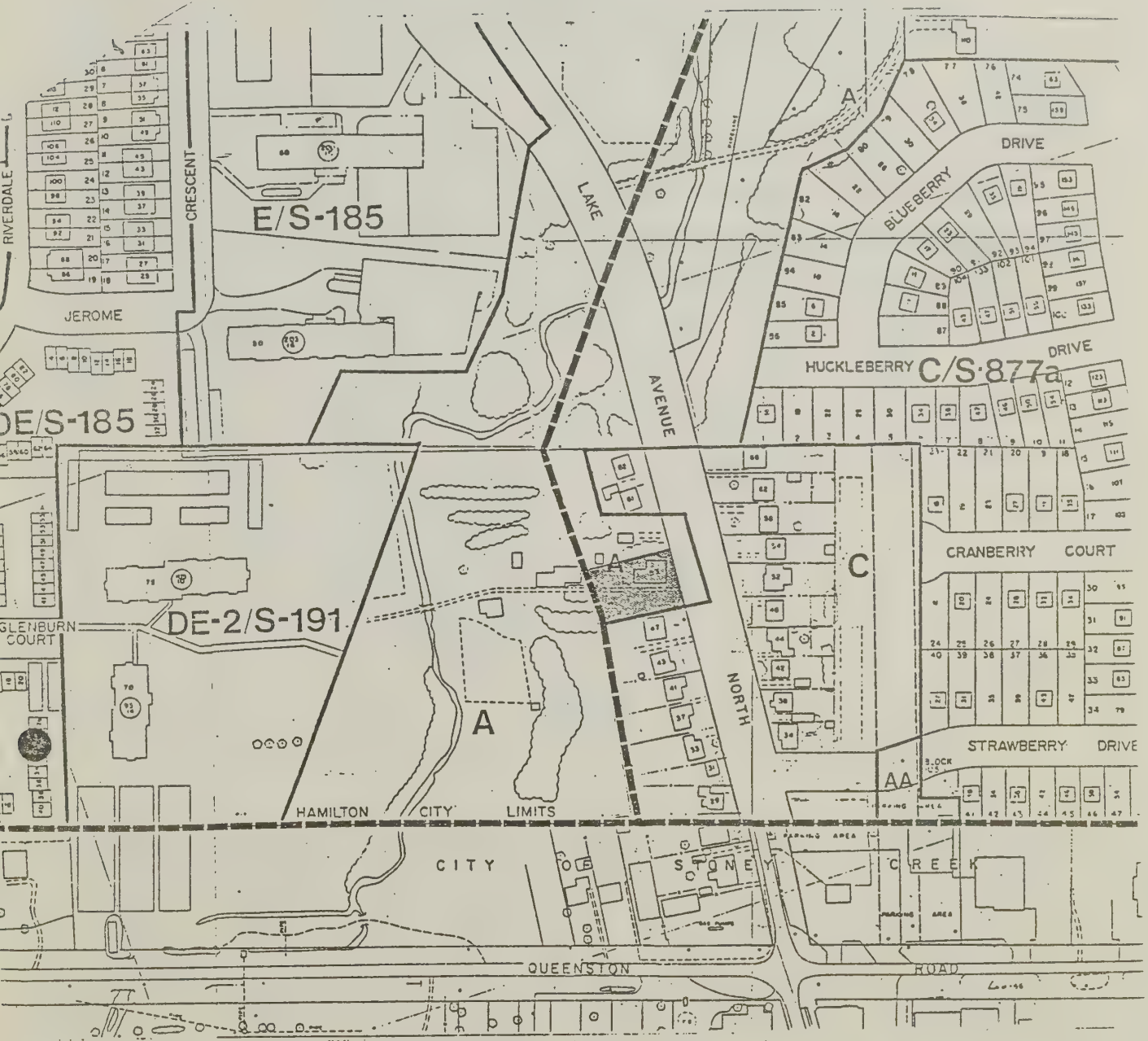
LEGEND



SITE OF APPLICATION.

APPENDIX "A" as referred
to in Section 1 of the 13th
Report of the Planning
and Development Committee

APPENDIX A

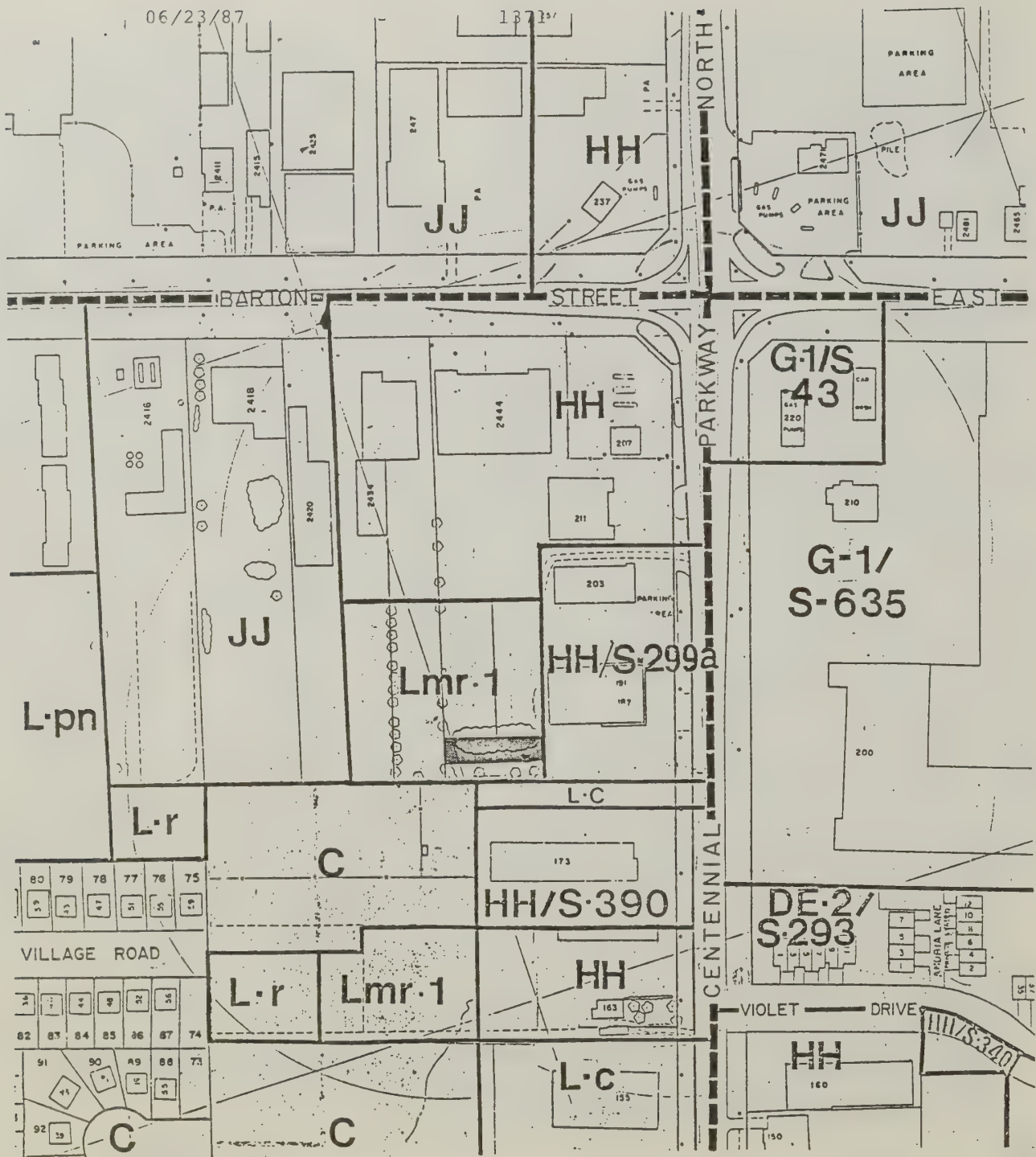


LEGEND



SITE OF THE APPLICATION

APPENDIX "B" as referred
to in Section 2 of the
13th Report of the Planning
& Development Committee

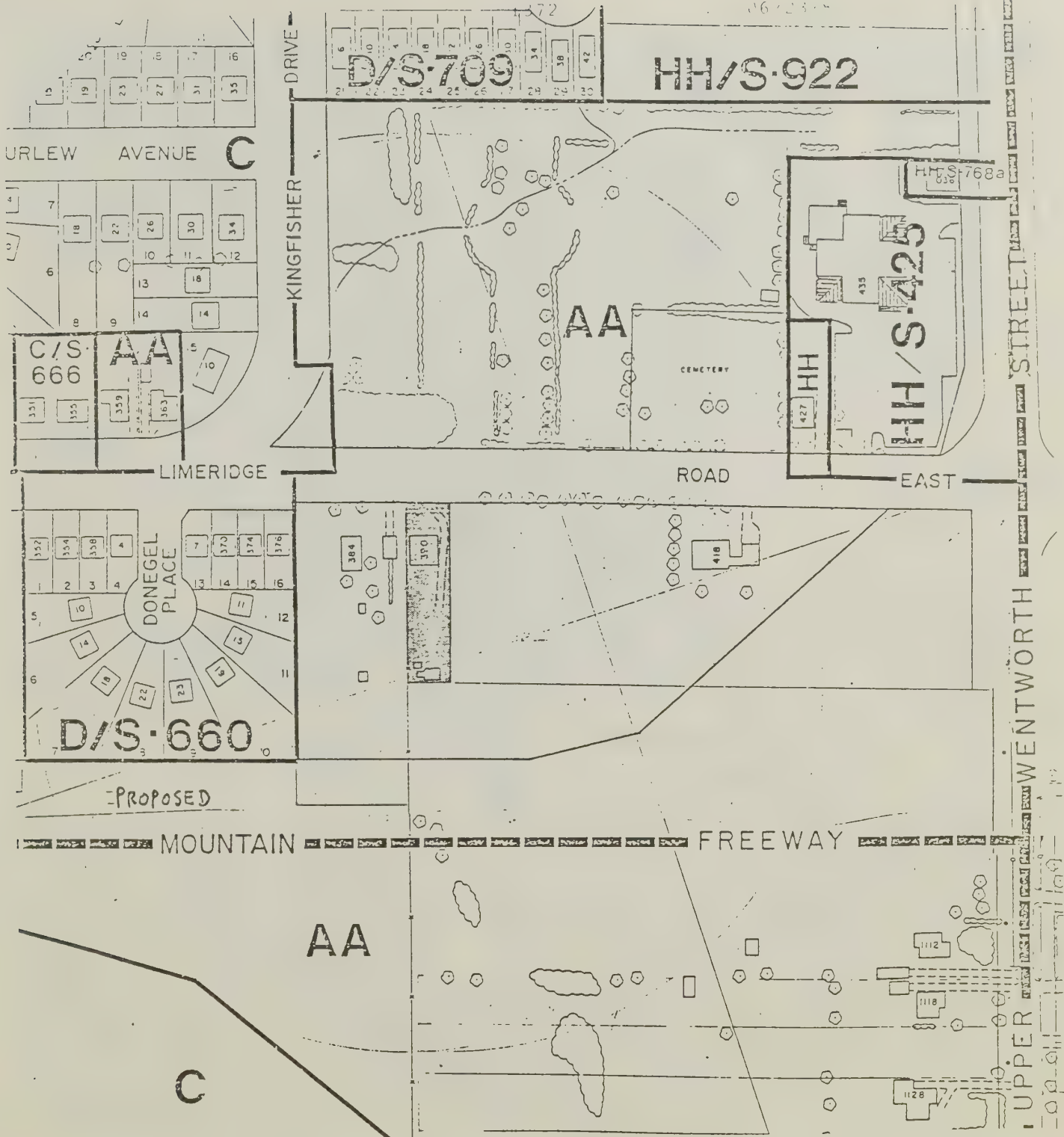


LEGEND

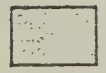


SITE OF APPLICATION

APPENDIX "C" as referred
to in Section 3 of the
13th Report of the Planning
& Development Committee

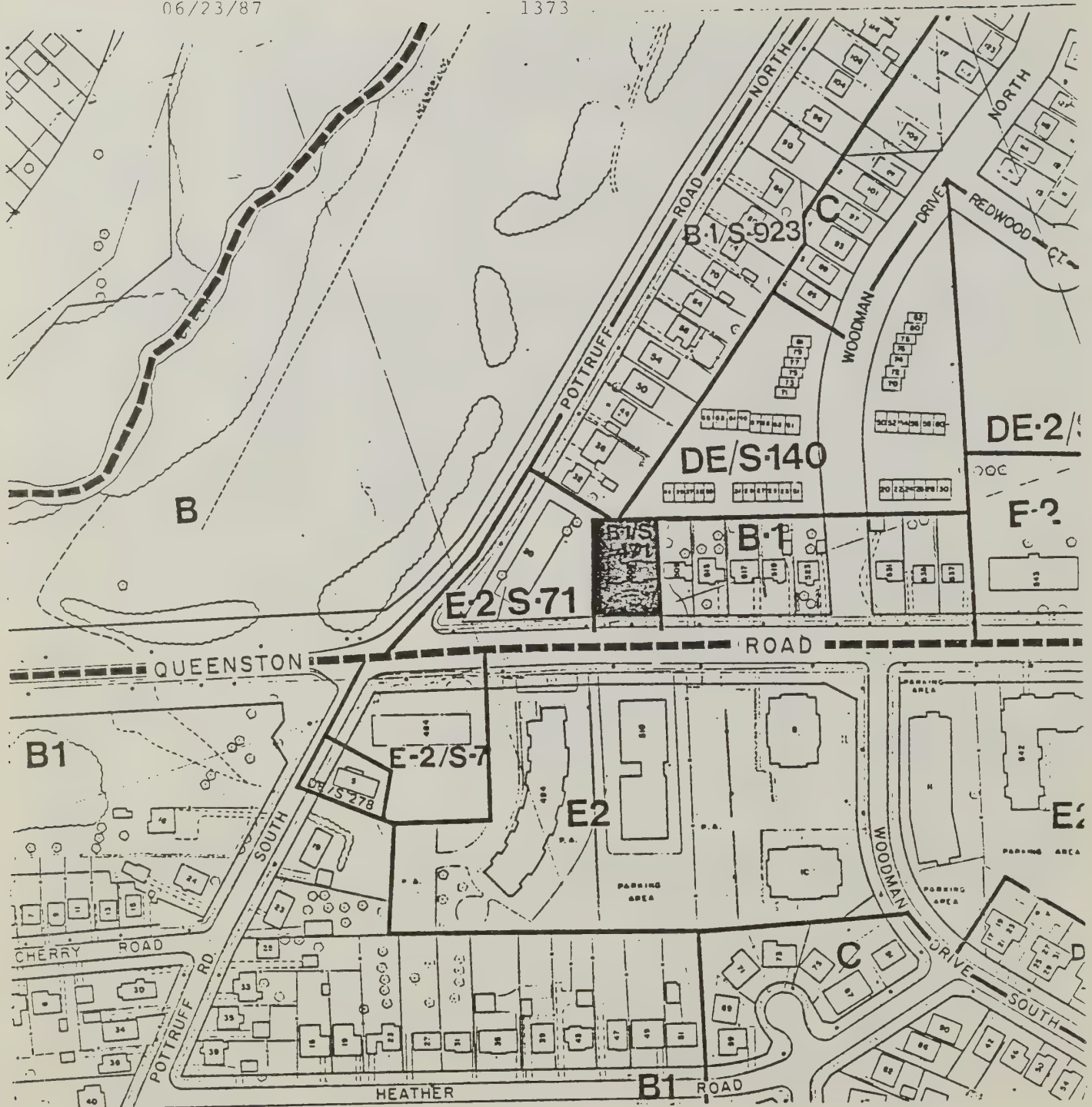


LEGEND



SITE OF APPLICATION

APPENDIX "D" as referred to in Section 4 of the 13th Report of the Plannin & Development Committee

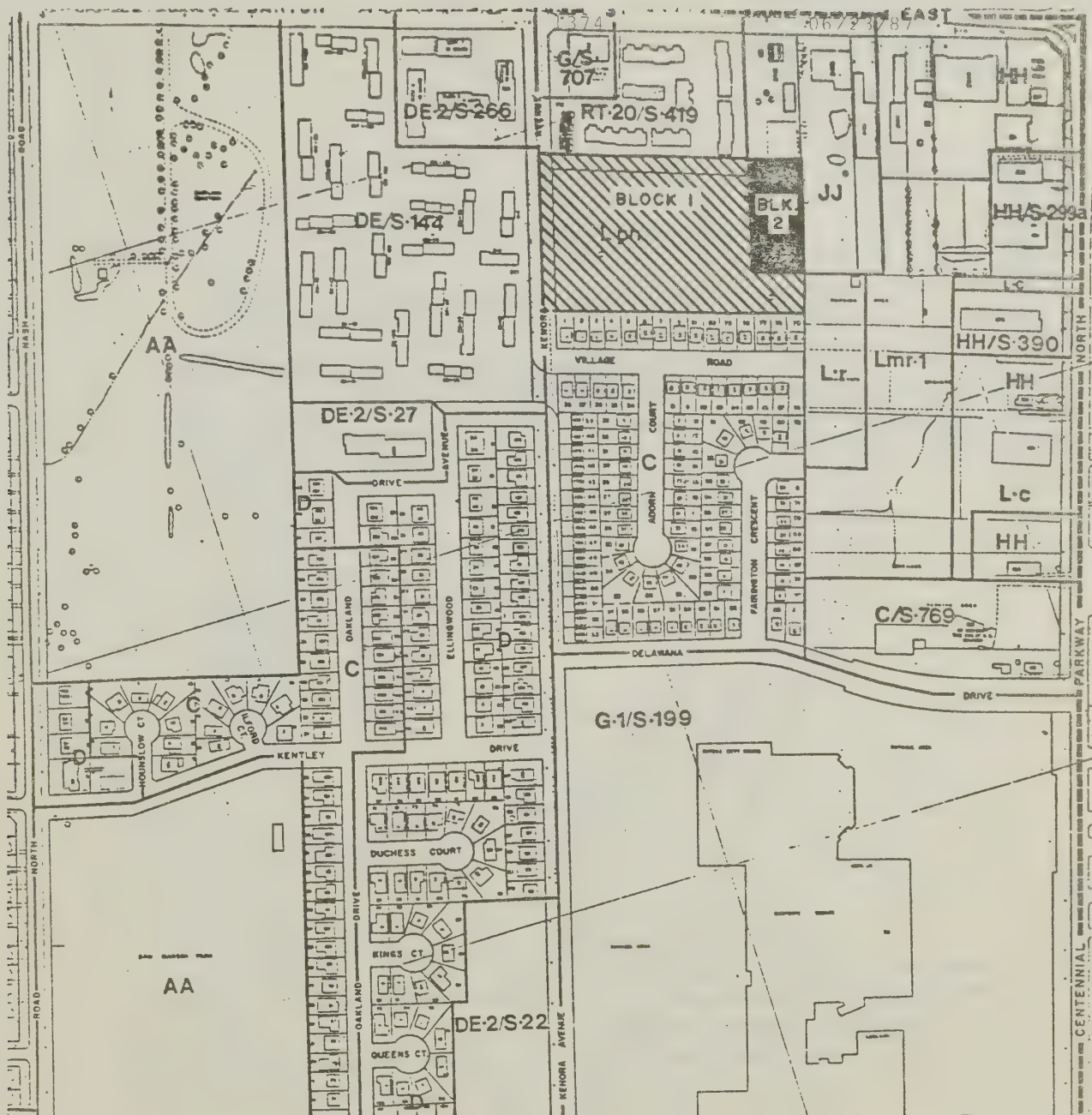


LEGEND



SITE OF THE APPLICATION

APPENDIX "E" as referred to in Section 5 of the 13th Report of the Planning & Development Committee



LEGEND

BLOCK 1



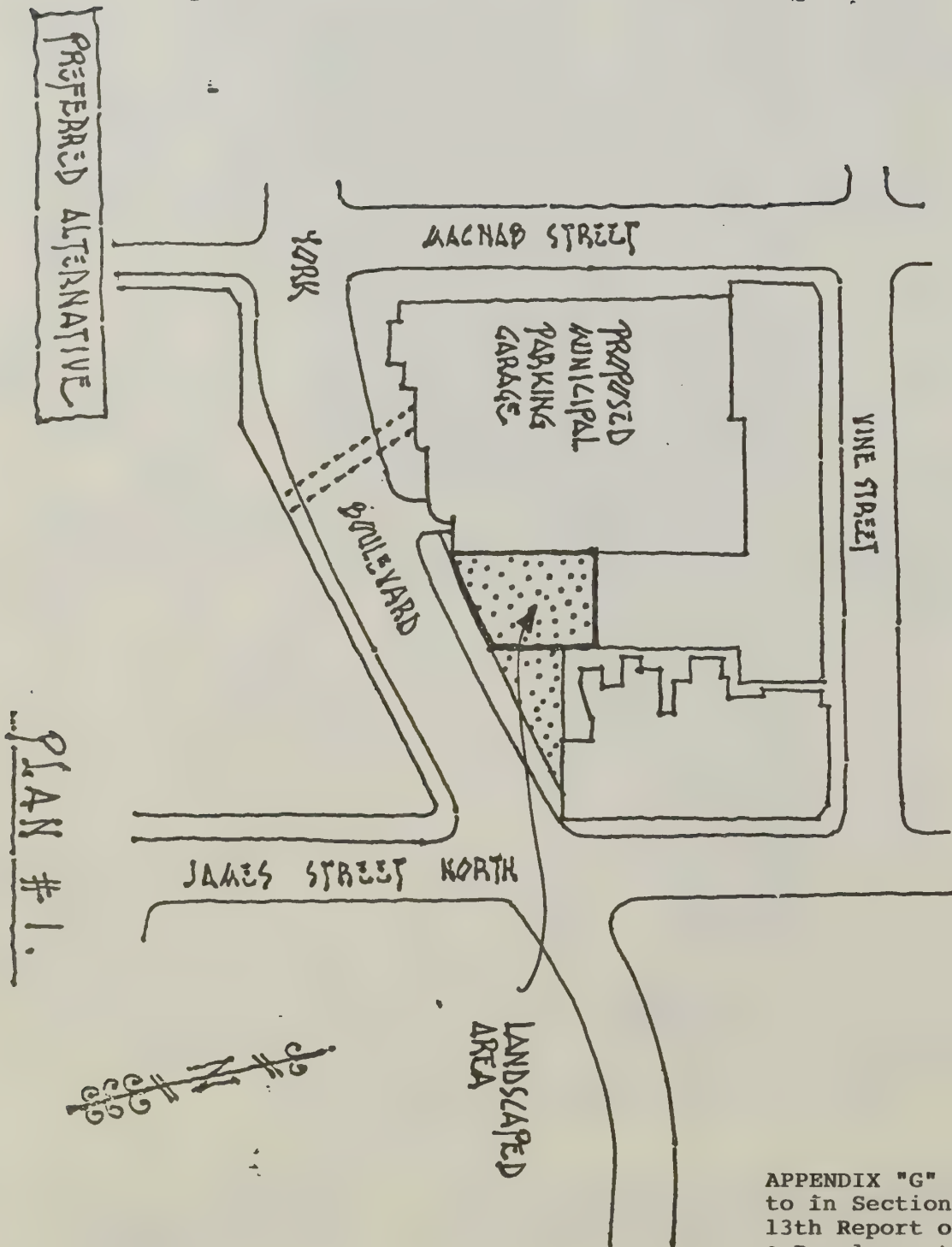
CHANGE FROM "L-pn" (PLANNED DEVELOPMENT - PUBLIC AND INSTITUTIONAL) TO "C" (URBAN PROTECTED RESIDENTIAL) DISTRICT

BLOCK 2



CHANGE FROM "JJ" (RESTRICTED LIGHT INDUSTRIAL) TO "C" (URBAN PROTECTED RESIDENTIAL) DISTRICT.

APPENDIX "F" as referred to in Section 6 of the 13th Report of the Planning & Development Committee



APPENDIX "G" as referred
to in Section 11 of the
13th Report of the Planning
& Development Committee

CORKTOWN STINSON (O.N.I.P.)
ONTARIO NEIGHBOURHOOD IMPROVEMENT PROGRAM
COMMUNITY IMPROVEMENT PLAN

DEPARTMENT OF COMMUNITY DEVELOPMENT

THE DEPARTMENT OF COMMUNITY DEVELOPMENT
CORKTOWN STINSON COMMUNITY IMPROVEMENT PLAN

NEIGHBOURHOOD PROFILE

THE CORKTOWN STINSON NEIGHBOURHOOD IS AN AREA OF APPROXIMATELY 180 HECTARES (445 ACRES) WITH A TOTAL POPULATION OF 10,577 (1985 LAND USE CHARACTERISTICS). ITS BOUNDARIES ARE ON THE NORTH BY MAIN STREET EAST; ON THE EAST BY WENTWORTH STREET; ON THE SOUTH BY THE BASE OF THE ESCARPMENT; AND, ON THE WEST OF JOHN STREET. THE CORKTOWN STINSON NEIGHBOURHOOD ABUTTS THE DOWNTOWN CORE REDEVELOPMENT AREA OF THE CITY OF HAMILTON, BY-LAW #83-242. (ATTACHED)

THE NEIGHBOURHOOD CONTAINS A NUMBER OF AREAS OF DIFFERENT LAND USES, INCLUDING LIGHT INDUSTRIAL, COMMERCIAL, RESIDENTIAL AND PARK LAND.

HOUSING, TOO, IS MIXED WITH SINGLE FAMILY HOMES, MULTI-UNIT HOUSES, LOW AND HIGH RISE DWELLINGS. MOST HOMES HAVE ON-STREET PARKING, THUS THIS IS AN AREA OF CONCERN TO THE RESIDENTS. THE HOUSES WERE DEVELOPED STARTING AFTER 1920 AND STILL REMAIN STRUCTURALLY SOUND BUT MECHANICAL SYSTEMS ARE IN NEED OF REPAIR.

COMMERCIAL USES ARE SITUATED ON JOHN STREET AND MAIN STREET, WHICH ARE ARTERIAL ROADS AS IS VICTORIA, WELLINGTON AND WENTWORTH STREETS. THERE ARE OTHER SMALLER COMMERCIAL AREAS LOCATED ON AUGUSTA, HUNTER, JACKSON AND YOUNG STREETS. FERGUSON AVENUE HOUSES SOME LIGHT INDUSTRIAL BUSINESS.

THERE ARE TWO SCHOOLS IN THE NEIGHBOURHOOD. QUEEN VICTORIA SCHOOL AND STINSON SCHOOL, BOTH PUBLIC ELEMENTARY, HAVE DECREASED ENROLLMENT OVER THE PAST YEARS. A MIXTURE OF SOCIAL, RECREATIONAL AND EDUCATIONAL PROGRAMS HAVE BEEN DEVELOPED WITH PARTICIPATION FROM PARENTS, THE KIWANIS CLUB

AND COMMUNITY VOLUNTEERS. BOTH SCHOOLS HAVE POTENTIAL FOR DEVELOPMENT SINCE LITTLE IS PROVIDED ON THE OPEN SCHOOL GROUNDS.

PARKLAND IS AVAILABLE IN THE AREA BUT IS IN NEED OF DEVELOPMENT, AS IS CARTER PARK (PRIORITY ONE PARK), WOLVERTON PLAYGROUND, CORKTOWN PARK (PRIORITY ONE PARK) AND HUNTER STREET PARKETTE. THERE ARE GENERALLY NO CONSTRUCTED AREAS FOR ACTIVE OR PASSIVE OUTDOOR RECREATION SUCH AS BASEBALL, FOOTBALL, TENNIS, SKATING, OR PICNIC, GRASSY AREAS WITH BENCHES. CENTRAL MEMORIAL CENTRE, LOCATED ACROSS FROM CARTER PARK ON STINSON STREET WOULD REQUIRE COMPLETE RENEWAL OF THE FACILITY.

THE CORKTOWN STINSON NEIGHBOURHOOD IS A VARIED RESIDENTIAL AREA IN NEED OF UPGRADING FOR ITS SOCIAL AND RECREATIONAL FACILITIES.

THE REDEVELOPMENT PLAN

THE PROVISION OF NEIGHBOURHOOD SERVICES IS ESSENTIAL TO THE WELL-BEING OF RESIDENTS OF THE AREA AND SURROUNDING COMMUNITIES. THESE SERVICES INCLUDE PARKS, RECREATIONAL PROGRAMS AND SCHOOLS.

PARKLAND PROVIDES OPPORTUNITY FOR BOTH SPONTANEOUS AND PROGRAMMED FORMS OF RECREATION FOR ALL AGE GROUPS. IT IS DESIRABLE TO PROVIDE PARKLAND WITHIN WALKING DISTANCE OF ALL RESIDENTS.

INSTITUTIONAL USES SERVE AS FOCAL POINTS FOR COMMUNITY PARTICIPATION IN A NEIGHBOURHOOD.

COMMUNITY IMPROVEMENT PLAN:

- A) GOAL
- B) OBJECTIVES
- C) ACTIONS TO ACHIEVE OBJECTIVES

GOAL I

A HIGH QUALITY OF NEIGHBOURHOOD SERVICES SUCH AS PARKS, RECREATIONAL PROGRAMS AND SCHOOLS SHOULD BE PROVIDED FOR THE AREA RESIDENTS IN THE FUTURE.

OBJECTIVE 1

TO INCREASE THE AMOUNT OF NEIGHBOURHOOD ORIENTED RECREATIONAL FACILITIES.

ACTION

1. CARTER PARK WILL BE REDEVELOPED WITH CONSIDERATION GIVEN TO PROVIDING RECREATIONAL ITEMS, LANDSCAPING, STORAGE FACILITIES AND LIGHTING.
2. CORKTOWN PARK WILL BE DEVELOPED AS OPEN SPACE WHICH WILL PERMIT SOME FORMS OF RECREATIONAL DEVELOPMENT, I.E. PLAY AREA, SITTING AREA, AND GREEN SPACE WITH LIGHTING AS WELL AS SIGNAGE FOR THE PARK.
3. OPEN SPACE NEAR RAILWAY LINES BETWEEN FERGUSON AND WALNUT STREETS WILL BE DEVELOPED AS OPEN SPACE (I.E. PATHWAY, BIKEWAY, SITTING AREA, LIGHTING, LANDSCAPING) AND AS A CREATIVE PLAY AREA FOR CHILDREN, I.E. IN CORNER.
4. HUNTER STREET PARKETTE WILL BE DEVELOPED WITH LANDSCAPING, BENCHES, PICNIC AREA, SHADING, PLAY STRUCTURE, FENCING TO DIVIDE THE ALLEY FROM THE PARK AND SIGNAGE.

5. PLAYGROUNDS AND LANDSCAPING WILL BE PROVIDED AT STINSON AND QUEEN VICTORIA SCHOOLS.
6. WOLVERTON PARK WILL BE REDEVELOPED TO INCLUDE LANDSCAPING, BENCHES, PICNIC TABLES, A RAMP ACCESS, TODDLER PLAY AREA, SIGNAGE, AND COSMETIC IMPROVEMENTS TO THE HUT.
7. CENTRAL MEMORIAL RECREATION CENTRE WILL BE IMPROVED TO INCLUDE UPGRADING OF EXTERIOR SIGNAGE, APPEARANCE AND POSSIBLE EXTENSION OF FACILITIES, I.E. TENNIS.

OBJECTIVE 2

PATHWAYS AND PASSIVE AREAS WILL BE ESTABLISHED TO PROVIDE ATTRACTIVE AND CONVENIENT AREAS FOR WALKING AND SITTING.

ACTION

1. OPEN SPACE NEAR THE RAILWAY LINES BETWEEN FERGUSON AVENUE AND WALNUT STREETS WILL BE DEVELOPED WITH A LIT PATHWAY TO SERVE AS A LINK BETWEEN THE TWO STREETS.
2. IN ADDITION TO THE PATHWAY, A SITTING AREA, FLOWER BEDS AND OTHER "PASSIVE" RECREATIONAL FACILITIES MAY BE ESTABLISHED.

GOAL II

ROADS AND SIDEWALKS SHOULD PROVIDE READY, SAFE VEHICULAR AND PEDESTRIAN ACCESS THROUGHOUT THE NEIGHBOURHOOD.

OBJECTIVE 1

PROVIDE A SOLUTION TO THE TRAFFIC PROBLEM IN THE NEIGHBOURHOOD.

ACTION

1. RECOMMEND THAT THE TRAFFIC SITUATION BE REVIEWED AND SOLUTIONS BE IMPLEMENTED AS IDENTIFIED.

OBJECTIVE 2

IMPROVE HARD SERVICES IN THE AREA SO THAT THEY REFLECT AT LEAST THE MINIMUM STANDARD OF APPEARANCES AND REPAIR.

ACTION

1. WORK IN CO-ORDINATION WITH THE REGIONAL ENGINEERING DEPARTMENT, THE CITY AND DEPARTMENT OF COMMUNITY DEVELOPMENT TO IMPROVE THOSE SERVICES PRESENTLY LACKING IN THE AREA INCLUDING ROADS, SIDEWALKS, ETC.
2. LIGHTING OF UNDERPASSES, PATHWAYS AND AREAS NEAR THE RAILWAY LINES WILL BE IMPROVED TO PROVIDE PEDESTRIAN SAFETY.

OBJECTIVE 3

ENHANCE THE SAFETY OF SIDEWALKS.

ACTION

1. THAT THE DEPARTMENT OF PUBLIC WORKS ACTIVELY ENFORCE THE (SNOW REMOVAL) STREETS BY-LAW (9329)

GOAL III

BUILDINGS AND PROPERTY SHOULD REFLECT A COMPLIANCE WITH LOCAL MAINTENANCE AND OCCUPANCY STANDARDS.

OBJECTIVE 1

ENHANCE THE PHYSICAL APPEARANCE, STRUCTURAL SOUNDNESS AND SAFETY OF ALL PROPERTY IN THE NEIGHBOURHOOD.

ACTION

1. THAT THE CITY OF HAMILTON ACTIVELY ENFORCE THE PROPERTY STANDARDS BY-LAW (74-74), FOR ALL PROPERTIES IN THE AREA AND THIS ENFORCEMENT BE TEMPERED WITH ENCOURAGEMENT, ADVICE AND ASSISTANCE.

2. THAT THE DEPARTMENT OF COMMUNITY DEVELOPMENT PROVIDE INFORMATION REGARDING ITS REHABILITATION PROGRAMS AND CARRY OUT THE IMPLEMENTATION OF SUCH.
3. THAT SELECTED RESIDENTIAL DWELLINGS WHICH ARE DEEMED TO BE BEYOND A REASONABLE LEVEL OF ECONOMIC REHABILITATION IN CONSIDERATION OF THE CITY OF HAMILTON'S PROPERTY STANDARDS BY-LAW (74-74), BE CONSIDERED FOR PURCHASE UNDER THE PROVISIONS OF THE LEGISLATION GOVERNING THE O.N.I.P. ANY SUCH PROPERTIES WILL BE CLEARED FOR OPEN SPACE, PARKLAND, PARKING, WITHIN THE DESIGNATED O.N.I.P.

OBJECTIVE 3

REDUCE THE AMOUNT OF CRIME AND VANDALISM IN THE CORKTOWN STINSON NEIGHBOURHOOD.

ACTION

1. WORK WITH THE RELEVANT AGENCIES AND DEPARTMENTS TO ENSURE ALL AVAILABLE PROGRAMS ARE UTILIZED TO DECREASE THE DEGREE OF CRIME AND VANDALISM IN THE AREA.

GOAL IV

TO ENSURE THE CONTINUED RESIDENTIAL VIABILITY OF THE NEIGHBOURHOOD AND ITS PHILOSOPHY.

OBJECTIVE 1

THAT THE CORKTOWN STINSON O.N.I.P. CITIZEN'S ADVISORY COMMITTEE CONTINUE TO WORK TOGETHER AS A COLLECTIVE REPRESENTATIVE OF THE AREA, NOW AND ONCE THE O.N.I.P. HAS BEEN COMPLETED.

ACTION

1. DEVELOP A PHILOSOPHY FOR THE NEIGHBOURHOOD.
2. HOLD REGULAR MONTHLY MEETINGS, BI-MONTHLY MEETINGS IF DEEMED AS NECESSARY.

- 7 -

3. WORK TOGETHER AS A REPRESENTATIVE BODY TO DEAL WITH POSSIBLE FUTURE CONCERNS OF THE NEIGHBOURHOOD.
4. ACT ON BEHALF OF THE AREA IN ITS DEALINGS WITH THE CITY OF HAMILTON, HAMILTON-WENTWORTH REGION OR ANY OTHER ORGANIZATIONS.
5. FORM AN ASSOCIATION FOR THE NEIGHBOURHOOD.

OBJECTIVE 2

DEVELOP A PLAN FOR THE CORKTOWN STINSON AREA.

ACTION

1. REQUEST THE PLANNING AND DEVELOPMENT COMMITTEE TO ASSIGN THE CORKTOWN STINSON AREA AS THE NEXT NEIGHBOURHOOD STUDY AREA AND THAT THE PLANNING AND DEVELOPMENT DEPARTMENT BE DIRECTED TO DEVELOP A PLAN FOR CORKTOWN STINSON.

REPORT OF THE LEGISLATION COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Legislation Committee presents its **Tenth** Report for 1987 and respectfully recommends:

1. That Hamilton churches be requested to ring their bells for one minute at 12:00 o'clock noon on Tuesday, 1987 September 15th in recognition of the United Nations International Day of Peace.

2. That Sandblasters and Chemical Cleaners be required to obtain permits from the City of Hamilton for each project that they undertake. A permit system would provide for inspections and monitoring of the site during commencement of the work.

Note: Staff have been requested by the Legislation Committee to report back on the procedures to be followed to allow for the testing of applicants applying for licences for sandblasting and chemical cleaning. Present Provincial legislation does not allow for examination of sandblasters and chemical cleaners.

3. That approval be given to the Hamilton and District Labour Council to fly the Canadian Labour Congress flag at City Hall from 1987 September 7-13 in recognition of "Union Label Buying Week."

4. (a) That approval be given to the International Black Ribbon Day Committee to use the following City Hall facilities:

- (i) Use of the City Hall forecourt from 2:30 o'clock p.m. - 5:00 o'clock p.m. on Sunday, 1987 August 23rd.

- (ii) Use of the P.A. System.

- (iii) Provide 50 chairs, one table and a speakers' podium.

- (b) That approval be given to fly the flags (9) of the following countries from the top of City Hall from Friday, 1987 August 21st to Sunday, 1987 August 23rd inclusive:

1. Polish
2. Czechoslovakian
3. Estonian
4. Hungarian
5. Latvian
6. Lithuanian
7. Ukrainian
8. Romanian
9. Slovaks

- (c) That staff time of approximately 3 1/2 hours for a Property Maintenance Worker at an estimated cost of \$70 be approved.

Note: Funding for this expenditure to be charged to Account #0321-0760 - Use of City Hall Facilities and Equipment by Outside Groups.

- 5. That approval be given to the Clube Recreativo Cultural E Desportivo, for the following use of City Hall facilities, for the Portuguese Community's celebration of "Discovery Day".

- (a) Use of the City Hall forecourt from approximately 10:30 o'clock a.m. to 12:00 o'clock noon on Saturday, 1987 August 15th for a Proclamation Ceremony.
- (b) Use of the P.A. System.
- (c) Permission to fly the Portuguese flag and the Azorian (Provincial) flag on Saturday, 1987 August 15th and Sunday, 1987 August 16th.
- (d) That staff overtime of approximately 2 hours at an estimated amount of \$40 be approved for a Property Maintenance Worker.

Note: Funding for this staff time to be charged to Account No. 0321-0760, Use of City Hall Facilities and Equipment by Outside Groups.

- 6. (a) That approval be given to the action of the Legislation Committee for the following use of City Hall Facilities:
 - (i) That permission be granted to The Salvation Army (Hamilton Temple) to use the front canopy area of City Hall for summer Gospel meetings each Sunday from 1987 June 21st - August 30th.
 - (ii) That permission be granted to The Salvation Army (Hamilton Temple) to use 150 chairs and a piano.

Note: This is a traditional event at City Hall that has been held for the past several years.

No staff time is required, as this equipment is set aside on a dolly Friday night and the Salvation Army members ensure that everything is set up and cleared away.

P.A. System and a podium are provided by the Church, and the podium is kept at City Hall until after the last Service on August 30th.

7. (a) That approval be given to the Danish Scouts Band to provide a noon-hour concert in the City Hall forecourt on Friday, 1987 July 3rd.
- (b) That the City provide a light luncheon of sandwiches, cookies, pop and coffee for the band, parents and sponsor (approximately 100 people) at an estimated cost of \$350 in the second floor foyer area.
- Note:** Funding for this expenditure to be charged to Account #0373-1002 - "Receptions - City Hall".
8. (a) That approval be given to the action of the Legislation Committee for the following use of City Hall Facilities:
 - (a) That approval be given to the Red Cross Society to use the following City Hall facilities on Friday, 1987 June 19th in connection with their Summer Campaign Kick-Off:
 - (i) Use of City Hall forecourt from approximately 9:30 o'clock a.m. to 11:30 o'clock a.m.
 - (ii) Use of the P.A. System.
 - (iii) Use of a Podium.
 - (iv) Two tables to be provided.
 - (v) Use of outside plug outlets and an extension cord.
9. That the City of Hamilton endorse Provincial Bill 41 - "The Clean Water Act.
10. (a) That the City of Hamilton write to the Federal Government to urge them to make a commitment to support water and sewage rehabilitation programmes to the infrastructure of Canada; and
- (b) That this request be circulated to the FCM and AMO.
11. That the City of Hamilton support the Brotherhood Railway Carmen of the United States and Canada's position that the Carman's position at Nanticoke with the Canadian National Railways should not be abolished.

12. That the City of Hamilton endorse the following resolution from the City of Guelph:

"WHEREAS many Ontarions have demonstrated their concern for the people of Africa through their support of famine relief, recovery and development programmes for Africa;

And whereas the Federal Government is attempting to launch a fifteen year linkage to Africa under the title "Africa 2000";

And whereas human resource development is now considered to be a key element in successful international assistance programmes and was particularly recognized as such in many of the presentations to the recent Hearings of the Standing Committee on External Affairs and International Trade chaired by Guelph M.P., W. C. Winegard;

And whereas universities have a principal involvement in human resource development and a mandate which requires an international perspective;

And whereas policies and practices that restrict university access for international students should be eliminated.

And whereas we should meet our global obligations for past international training and education of our students by being generous now towards students from other lands;

And whereas international students experience positive influences from exposure to our way of life as a democratic society, while at the same time they enrich our lives as they live amongst us;

And whereas international students contribute directly to our economy during their residence in our province;

And whereas when international students return to their own countries, they can help to establish economic and social links through their knowledge of our markets and culture;

And further since the Council of The City of Guelph endorsed the Guelph Africa Network's recommendations on behalf of African students to the government of Ontario in August, 1986.

Therefore be it now resolved that the Council of The City of Guelph;

1. reaffirm that resolution and
2. circulate this resolution including the preamble clauses to the councils of other Ontario municipalities associated with universities together with a request that they also urge the government of Ontario to;
 - (a) eliminate differential fees for international students and
 - (b) Cooperate with their federal counterparts to overcome the many complex aspects of these fees and other related issues which present so many difficulties for these students.

13. That the Liquor Licence Board of Ontario be advised that the City of Hamilton has no objection to the issuance of a Special Occasion Permit to the Germania Club of Hamilton Ontario for their Annual Germania Club Steel City Oktoberfest to be held on 1987 October 2nd and 3rd.
14. That the Liquor Licence Board of Ontario be advised that the City of Hamilton has no objection to the issuance of a Special Occasion Permit to the Greek-Canadian Orthodox Church and Community of Hamilton and District for their annual "Grecian Fest '87" to be held on 1987 August 14, 15 and 16 at Inch Park, Hamilton.
- * 15. That Reg. Bullock be appointed a member of the Farmer's Market Sub-Committee, to hold office until 1988 November 30.
16. That Mrs. Janice Askin be awarded a diamond insert into a previously awarded civic gold ring for her role as a non-playing member of the 1983 team of 5-pin bowlers who won the Canadian Bowling Championship.

Note: Ms. Askin has been awarded a civic gold ring for her role as a playing member of the 1986 team of 5-pin bowlers who won the Canadian Bowling Championship. These awards will be presented to the team at a future City Council meeting.
17. As provided for in Section 123(1) of the Education Act, dealing with the correction of clerical error in respect of school support, that the taxes for municipal property known as 217 Park Row South in the City of Hamilton be directed to the Separate School Board.
18. That approval be given to an amendment to By-law No. 85-148 in order to prevent a licence fee penalty being imposed on new dog owners who purchase their dog after the April 1 deadline for renewing dog licences, providing they can show proof that they have owned the dog for less than 60 days.

Note: Bill E-9, as noted in Section 28 of this Tenth Report of the Legislation Committee will be presented to City Council at its meeting to be held 1987 June 23rd concurrently with the above-noted recommendation.
19. (a) That approval be given to establish an Account to be numbered 0373-1004 - "Certificates of Recognition; and

(b) That this account be established on an overdraft basis on the understanding that the expenditures generated will be off-set by the savings within the total activity package of "Receptions and Grants".

Note: The above-noted request will facilitate Policy 7.1 - Recognition of Citizen Contribution as attached.

*Section 15 Referred Back

20. That a maximum of seven members of City Council be authorized to attend the 1987 Association of Municipalities of Ontario Annual Conference to be held in the City of Toronto (Royal York Hotel) from Sunday, 1987 August 23rd to Wednesday, 1987 August 26th.

Note: The City of Hamilton is allowed seven voting delegates.

21. (a) That the authority for authorizing certain expenditures under the jurisdiction of the Legislation Committee, subject to budget limitations, be as follows:
- (i) Account 0373-1001 - "Civic Pins, Medals and Rings" - charges to be authorized by the Secretary of the Legislation Committee following City Council approval of the award.
 - (ii) Account 0373-1002 - "Receptions - City Hall" - to be authorized by the Secretary of the Legislation Committee when the function has received approval of the Legislation Committee, or by the Mayor's Office when time or circumstances do not permit or require prior authorization.
 - (iii) Account 0373-1003 - "Special Receptions and Dignitaries Hosting" - to be authorized by the Legislation Committee, if time permits; if not, by the Chairman or Vice-Chairman of the Legislation Committee and the Mayor or Acting Mayor.
- (b) That a detailed listing of these accounts, and including Account 0321-07 "Use of City Hall Facilities and Equipment by Outside Groups", be prepared by the Treasury Department and submitted on a monthly basis for the information of the Legislation Committee.
- *22. (a) That the attached "City of Hamilton Standards and Guidelines for the Installation of Community Mailboxes" as annexed hereto and marked as **APPENDIX "A"** be adopted.
- (b) That the guidelines be forwarded to Canada Post with the request that they adhere to the policies in the guidelines when selecting the location of community mailboxes;
 - (c) That Canada Post be informed that Council's adoption of installation guidelines does not imply that the City endorses this system of mail delivery;
 - (d) That Canada Post be requested to identify the location of community mailboxes after the draft approval of plans of subdivision;

*Recorded Vote, See Page

- (e) That Subdivision Agreements contain clauses regarding the installation and location of community mailboxes as well as clauses requiring buildings and developers to prominently display the location of community mailboxes in their housing sale offices; and,
- (f) That this report be forwarded to the Planning and Development Committee for their information and that appropriate actions be undertaken in the subdivision approval process.

Note: In spite of the City of Hamilton's efforts to encourage universal door-to-door postal service, the Canada Post Community Mailbox (SuperMailbox) postal delivery system may be implemented in Hamilton. A set of City standards and guidelines for the installation of the boxes should be established and forwarded to Canada Post to ensure that:

- the City's interests (traffic, maintenance, safety, convenience) are protected;
- residents having community mail delivery face the least possible impacts; and,
- that new home buyers are aware of the location of their community mailboxes.

- 23. (a) That David Lloyd, 905-1928 Main Street West, be granted a Street Vendor's permit at the north-east corner of King and James Streets.
 - (b) That Don Street, 301-249 Caroline Street South, be granted a Street Vendor's permit at the north side of King Street West (Stelco Tower).
 - (c) That Horby's Deli, 2 King Street West, be granted a Street Vendor's permit at the west side of James Street North (opposite King William Street).
24. That approval be given to the Canadian Football Hall of Fame and Museum to work with the Mountain Rotary Club with respect to the installation of a sign and a "Walk of Fame" leading from Main Street to the Hall of Fame.

Note: At its meeting held Thursday, 1987 May 21st, the Executive Committee endorsed the above proposal, subject to the following condition:

"That the proposed sign not exceed two feet in height and five feet in length and that it be of a granite or marble substance so as to blend in with the City Hall grounds".

25. That permission be granted to the action of the Legislation Committee in giving approval to fly the Air-Force Ensign at City Hall during Lancaster Week in Hamilton from Saturday, 1987 June 20 to Sunday, 1987 June 28.

26. That the City of Hamilton host a celebration in honour of Dofasco's 75th Anniversary.

NOTE: Staff have been requested to report back to the Legislation Committee on proposed plans for a celebration similar to the one held for Stelco's anniversary.

27. (a) That the responsibility for hearing appeals lodged under Section 496 (1) of the Municipal Act be transferred to the Assessment Review Board pursuant to the provisions of Section 496 and 497 of the Municipal Act.

(b) That the City Solicitor be authorized and directed to prepare the appropriate by-law for City Council approval.

NOTE: Bill E-10, as noted in Section 28 of this Tenth Report of the Legislation Committee will be presented to City Council at its meeting to be held 1987 June 23 concurrently with the above-noted recommendation.

28. That leave be granted to introduce the following bills:

Bill No. E-9: By-law to Amend By-law No. 85-194
Respecting Licence Fees.

Bill No. E-10: By-law to Provide for Exercise by the
Assessment Review Board of the Functions
of Council.

*29. (a) That long distance telephone calls, other than for civic and regional business, not be charged to the City of Hamilton.

(b) That City Hall telephone numbers not be advertised for any other purpose but civic and regional business.

*Section 29 Added During Council

- *30. WHEREAS in light of mounting evidence that Pit Bull Terriers have an aggressive predisposition and if trained and handled improperly can pose a significant safety hazard to persons and animals alike;

BE IT RESOLVED:

That the Animal Control Sub-Committee be reconstituted to examine the adequacy of existing City legislation as it pertains to the care and control of the breed; and Alderman T. Murray be added to this Sub-Committee; and

That the Sub-Committee incorporate a total review of the issue including the incidence of Pit Bull attacks in Hamilton and across North America and consult with the S.P.C.A., local breeders and kennel clubs and conduct a public meeting with the community to hear input; and

That the Sub-Committee to report its findings with recommendations to the Legislation Committee and to City Council within 60 days.

- **31. WHEREAS the Greater Hamilton area has up to 20,000 jobs vulnerable to a weakening of the Canada/ U.S. Auto Pact; and

WHEREAS the Council of the City of Hamilton has unanimously endorsed on 1987 January 19, the Automotive Mayor's Caucus resolution calling for the retention and improvement of the Auto Pact to preserve the Canadian Auto Industry; and

WHEREAS a recent U.S. Congressional Memo suggests the Auto Pact can be effectively dismantled and reduced to a shell through Free Trade negotiations; and

WHEREASE the elimination of Canada's right to threaten and impose auto tariffs leaves Canadians unable to protect the benefits of the Auto Pact;

BE IT THEREFORE RESOLVED that Hamilton City Council, through Mayor Morrow's Office, immediately telegraph the Prime Minister stating our strongest objection to any Government action that directly or indirectly has the effect of weakening the protections contained in the Canada/U.S. Auto Pact.

Respectfully submitted,

Susan K. Reeder, Secretary
1987 June 15

ALDERMAN V. J. AGRO, CHAIRMAN
LEGISLATION COMMITTEE

*Section 30 Added During Council

**Section 31 Added During Council

CITY OF HAMILTON STANDARDS AND GUIDELINES
FOR THE INSTALLATION OF COMMUNITY MAILBOXES

- 1) Canada Post should determine the location of community mailboxes to the satisfaction of the Regional Transportation Department following the draft approval of a plan of subdivision and prior to final plan registration. In no case should it be in a location in which stopping is prohibited under the Traffic By-law.
- 2) Subdivision Agreements should include, in a separate section, standards for the installation and location of community mailboxes. Subdivision Agreements will include a clause requiring developers or builders to display the location of mailboxes in a prominent location at housing sales offices.
- 3) Mail boxes should be mounted on concrete pads, in conformance with Canada Post assembly and installation instructions dated July 1985 or the latest revision thereof.
- 4) The following order of preference should be used in the selection of mailbox locations:
 - (a) On commercially designated sites with adequate parking, ingress and egress, subject to the property owner's approval.
 - (b) In front of open spaces (excluding walkways less than 4.5 m. in width, playgrounds, schools and crosswalks).
 - (c) On the abutting flankage of corner lots with flankage lots across the street.
 - (d) On the flankage of corner lots.
 - (e) On the lot line between adjacent dwellings.
- 5) Notwithstanding the above, mailboxes should be installed on the side of the road which has a sidewalk. If there is no sidewalk on the street or a sidewalk on both sides, then the mailbox shall be installed on the right hand side of the road when entering the street (cul-de-sac and crescents).
- 6) On roadways with independent sidewalks and curbs, the mailbox should be located on the side of the sidewalk opposite the boulevard and roadway adjacent to the sidewalk and facing the sidewalk. A concrete walkway should be placed opposite the mailbox to provide access across the boulevard from the roadway to the sidewalk.
- 7) Where there is no sidewalk, the mailbox should face the roadway, set back from the roadway a minimum of 2 m. to allow for visibility, snow storage, maintenance, etc. The concrete pad shall extend from the mailbox to the curb.

APPENDIX "A" as referred
to in Section 22 of the
Tenth Report of the
Legislation Committee

- 8) Where there is a combined sidewalk and curb, the mailbox should face the roadway and the face of the mailbox should be located 0.3 m. behind the sidewalk.
- 9) A curb drop for the handicapped should be installed at the expense of Canada Post when requested by area residents.
- 10) Where there is no curb, mailboxes should be sited to suit the individual requirements of the site. Adequate pedestrian access should be provided from the edge of the roadway. Adequate parking should be available.
- 11) Where practical, mailboxes should be located in well lit areas adjacent to streetlights.
- 12) Mailboxes should be located a minimum of 7 m. from fire hydrants, 15 m. from stop signs, cross-walks, intersections and bus stops, 3 m. from driveways and 1 m. from streetlights, hydro transformers and telephone or T.V. pedestals (measured longitudinally along the street).

In addition to the above, mailboxes should be located a minimum of 30 m. away from the approach of a signalized intersection and 20 m. downstream from a signalized intersection.

- 13) Mailboxes placed on abutting flankage lots should be placed at the centre of the dividing lot line. When a mailbox cannot be placed at the dividing lot line due to the distance requirements in Item 12 above, mailboxes should be placed anywhere from the centre dividing lot line to beside the rear corner of the house depending on rear yard and house configuration (see attached Diagram #1). Mailboxes placed on a flankage lot abutting a frontage lot should be placed anywhere from + 3 m. from the lot line to beside the rear corner of the house of the flankage lot depending on rear yard and house configuration. (See attached Diagram #2.)
- 14) Mailboxes should not be located on arterial or major collector roads.
- 15) Mailboxes should not be placed in such a way as to cause traffic safety and operational difficulties (to maintain safe pedestrian and vehicular sight distances).
- 16) Existing mailbox locations that cause operational difficulties due to snow storage, maintenance, changes to parking regulations, etc. or which cause sight visibility difficulties, should be moved at the expense of Canada Post.
- 17) The City of Hamilton will not be liable for any claims resulting from a community mailbox.
- 18) Canada Post shall be responsible for snow clearing, washing, painting and general maintenance of the mailboxes and removal of all litter around the mailboxes on a daily basis. Litter containers should be placed and maintained by Canada Post, at the expense of Canada Post, at all mailboxes.

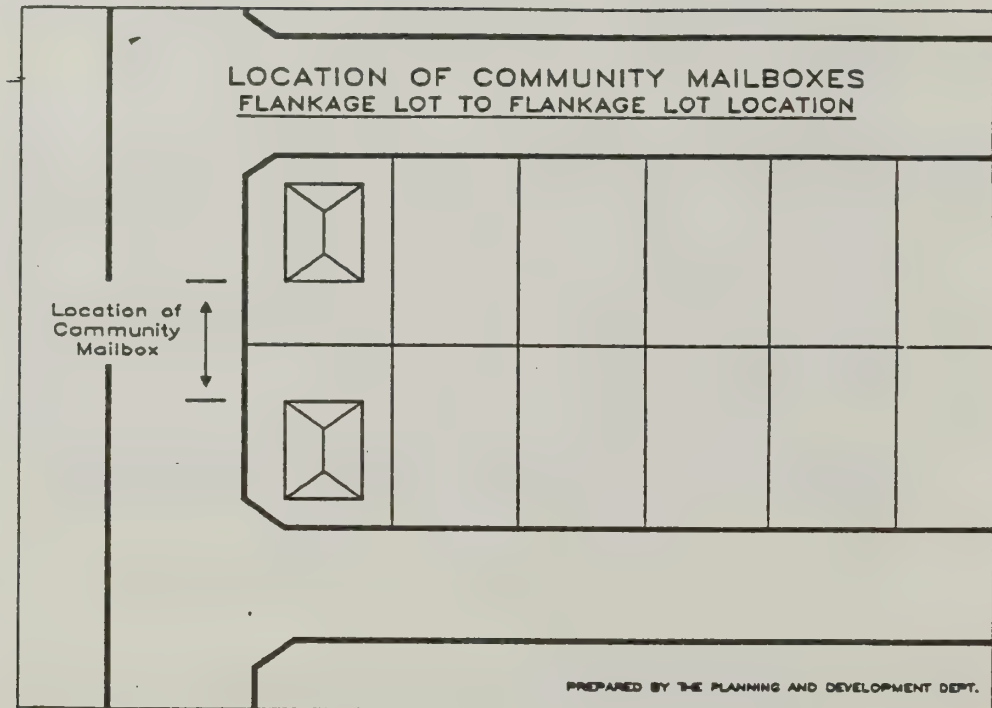
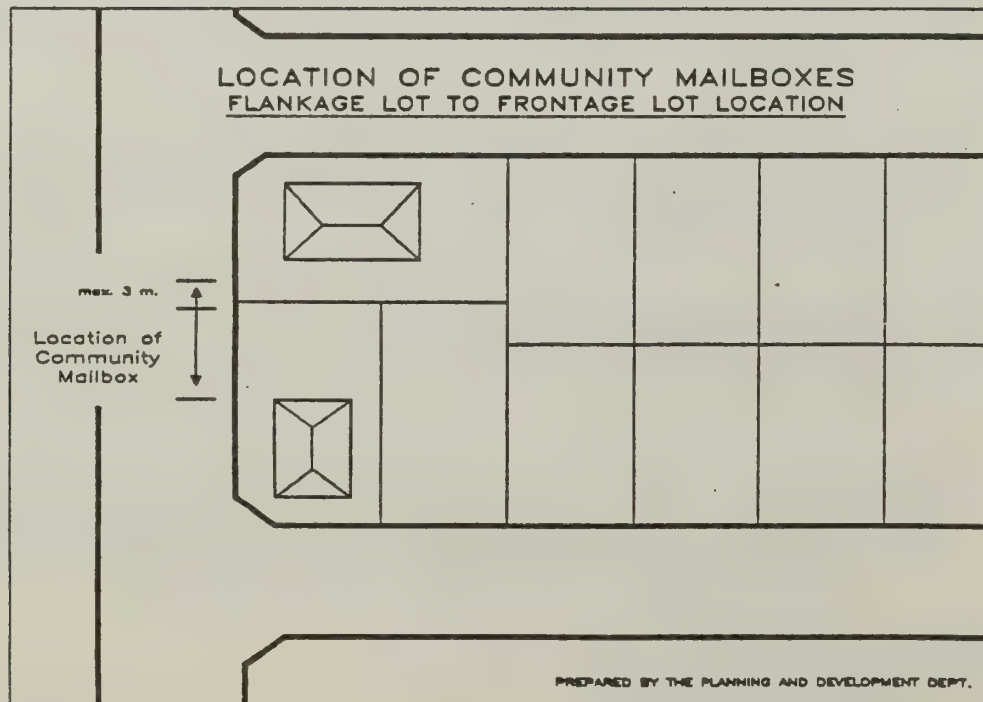


DIAGRAM #2



REPORT OF THE PERSONNEL COMMITTEE

To the Council of The Corporation of the City of Hamilton.

Members of Council:

The Personnel Committee presents its **ELEVENTH** Report for 1987 and respectfully recommends:

1. (a) Approval of the establishing of the position of Legislative Technologist in the Department of the Director of Traffic Services, Salary Schedule A-12, \$29,485.17 to \$34,591.24 per annum.

(b) This position to be posted, advertised and filled.
2. Approval of rates, as set out in the Agreement between The Construction Site Teamsters Employer Bargaining Agency and The Teamsters Construction Council of Ontario, Local 879, Hamilton, attached hereto as Schedule "A".
3. Approval of Appointments and Terminations in permanent and temporary service with The Corporation of the City of Hamilton to 1987 June 8, attached hereto as Schedule "B".
4. Approval of the Memorandum of Agreement between The Negotiating Committees of The City of Hamilton and The Canadian Union of Public Employees, Local 167 (Historical Sites Unit), attached hereto as Schedule "C".
5. Approval of the issuing of a purchase order to **Motorola Limited**, Hamilton, in the amount of \$12,840.00, including applicable taxes, for the supply and delivery of Portable Mobile Radios and accessories for the Fire Department, in accordance with specifications issued by the Manager of Purchasing and Vendor's tender.

Note: This is the lowest acceptable of two (2) tenders received. Funds provided in Training Programme Account #0341-0194 (\$3,860) Operating Equipment Accounts #0341-0175 (\$5,700) and #0341-0475 (\$4,500).

6. Approval of the purchase of the property at 1402 Upper Wellington Street, owned by Dorothy J. Smith and Laurence B. Smith, in the amount of \$150,500, closing on or before September 30, 1987. Purchase price to be charged to Account Number 0408-H62796.

Note: This property, which is required for the construction of a fire hall, has a frontage along the westerly limit of Upper Wellington Street of 176.88 feet (53.9 metres) more or less, by a depth of 495 feet (150.8 metres) containing 2.01 acres more or less, together with dwelling erected thereon bearing municipal number 1402 Upper Wellington Street.

7. Approval of the payment of the legal account of Mr. Stanley Simpson, Barrister and Solicitor, in the amount of \$858.00. Mr. Simpson represented Fire Fighter John Bridle who was involved in a motor vehicle accident while driving Fire Department apparatus responding to an alarm on September 29, 1986. This amount is to be charged to Account Number 0378-27XX - Unclassified Expenditures.
8. That the remuneration for the Members of Hamilton City Council be increased by 4.5%, effective December 1, 1986. The granting of this increase is in accordance with the formula for adjusting the salaries for Members of City Council, as set out in the Report of the Review Panel which was appointed to review and recommend appropriate remuneration to be received by Members of Council, which report was adopted by City Council at its meeting held Tuesday, October 28, 1986.

Respectfully submitted,

ALDERMAN M. KISS, CHAIRPERSON,
PERSONNEL COMMITTEE.

E. A. Simpson, Secretary,
1987 June 17.

CONSTRUCTIONS SITE TEAMSTERS

LOCAL UNION 879 HAMILTON

CLASSIFICATIONS

Class #1

Tractor Trailers and Floats, Fork Lifts used to unload Trucks in Warehouse and Compound only, Fuel Trucks and Euclids 25 tons and over, Haulpack Driver, Load Bearing Boom Truck Driver, Checkers and Warehousemen.

<u>Date</u>	<u>Regular Hourly Rate</u>	<u>V.P.</u>	<u>H.P.</u>	<u>Wel- fare</u>	<u>Pension</u>	<u>Total Package</u>
Sept. 2, 1986	\$17.08	6%	4%	1.20	.30	\$20.29
May 1, 1987	17.63	6%	4%	1.20	.45	21.04

Class #2

Drivers Pick-up Trucks, Dump Trucks and Flat Trucks up to 15 tons.

Sept. 2, 1986	\$16.73	6%	4%	1.20	.30	\$19.90
May 1, 1987	17.27	6%	4%	1.20	.45	20.65

FOREMEN \$1.00 per hour over Class #1 Rate.

OVERTIME

All time worked in excess of the regular hours of work provided in Article 7, Section 7.01 and 7.02 and on Saturday, Sundays or on any one of the recognized holidays set forth in Article 18, Section 18.01 hereof shall be paid at the rate of Double Time.

Referred to in Section 3 of the Eleventh
Report of the Personnel Committee.

SCHEDULE "B"
THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Mr. James Batchelor	Garbageman	Public Works	replacing Mr. Fred Howard - promoted	D-8	\$11.344 per hour	87/05/04
Mr. Alexander Berry	Asphalt Raker	Public Works	replacing Mr. Paul Mooers - promoted	D-9	\$11.402 per hour	87/05/25
Ms. Tina Bodden	Administrative Assistant II	City Clerk's (Aldermen's Offices)	additional staff	0	\$26229.32 per annum	87/06/01
Ms. Ann Boyajian	Taxation Clerk IV	Treasury	replacing Ms. Leigh Goldsmith - resigned	E-4	\$382.03 per week	87/06/08
Mrs. Jackie Buckle	Cashier	Treasury	returning to former position	E-4	\$409.45 per week	87/05/18
Mr. Bradley Burniston	Street Sweeper Operator	Public Works	additional staff	D-9	\$11.402 per hour	87/05/06
Ms. Joanne Cers	Stenographer IV	City Clerk's	returned to perm. position	E-2	\$339.48 per week	87/05/25
Mr. John Cipolla	Programmer II	Treasury	replacing Ms. Kim Switzer - promoted	A-11	\$544.80 per week	87/05/19
Mr. Ron Cracknell	Caretaker	Property Maint. Division of Property Dept.	replacing Mr. E. Macpherson - transferred	B-2	\$385.93 per week	87/05/25

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Mr. Martin Crowder	Garbageman	Public Works	replacing Mr. Peter Sims - promoted	D-8	\$11,344 per hour	87/05/04
Ms. Giovanna Dunbar	Cleaner	Property Maint. Division of Property Dept.	returning to previous position as per employee's request	C-1	\$8,205 per hour	87/05/01
Mrs. Cathy Franceschini	Typist Clerk II	Culture and Recreation	replacing Ms. Diane Occhiuto - transferred	E-2	\$326.45 per week	87/05/11
Mrs. Gayle Hamilton	Lifeguard I	Culture and Recreation	returning to perm. position	CH-5	\$386.84 per week	87/06/01
Mr. Ralph Heastont	Equipment Mechanic I	Central Garage Div. of Public Works	replacing Mr. Gary McKechnie - promoted	D-14	\$12,270 per hour	87/05/11
Mr. Barry Hunt	Probationary Fire Inspector	Fire	transferred from Firefighter I	N-1A	\$25806.00 per annum plus Rehab Wage Supplement of \$11057.85 per annum	87/05/25
Ms. Joyce Kimmins	Supervisor of Cashiers	Parking Authority	replacing Mr. Joseph Stark - retired	0	\$26229.32 per annum	87/06/08

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Ms. Kazimiera Kudrawec	Attendant II	Central Market Division of City Clerk's	replacing Ms. K. Ostapenko - retired	CH-2	\$317.24 per week	87/05/07
Mr. John Laurie	Street Sweeper Operator	Public Works	replacing Mr. Peter Hickey - promoted	D-9	\$11.402 per hour	87/05/05
Ms. Wendy Lockhart	Special Services Co-ordinator	Culture and Recreation	new position	B-10	\$580.15 per week	87/05/04
Ms. Alexandra MacKay	Jr. Accounts Payable Clerk	Treasury	replacing Mrs. J. Buckle - returning to former position	A-4	\$406.44 per week	87/06/08
Mr. Morris Marsalla	Building Inspector	Building	replacing Mr. J. Spolnik - promoted	A-12	\$565.50 per week	87/05/11
Ms. Deborah Marsh	Receipts Clerk III	Treasury	replacing Ms. Mary Hammond - promoted	E-4	\$382.03 per week	87/05/25
Ms. Paula Mason	By-Law Enforcement Constable	Traffic	additional staff	B-5	\$418.91 per week	87/06/01
Ms. Diane McGuire	Jr. Cost Control Clerk	Culture and Recreation	replacing Mrs. B. Agresta - resigned	A-3	\$394.23 per week	87/05/04

THE CORPORATION OF THE CITY OF HAMILTON

APPOINTMENTS TO PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Ms. Diane McGuire	Stenographer III	Real Estate Div. of Property Dept.	returning to former position as per employee's request	E-3	\$376.00 per week	87/06/08
Ms. Elizabeth Molnar	Stenographer I	City Clerk's	returning to permanent position as per employee's request	E-5	\$439.87 per week	87/05/25
Ms. Diane Occhiuto	Receptionist Aldermen's Offices	City Clerk's	replacing Ms. Colleen Leckie - promoted	Q	\$21631.48 per annum	87/06/01
Mr. Domenico Pasquale	Asphalt Raker	Public Works	replacing Mr. G. Pirrotta - promoted	D-9	\$11.402 per hour	87/05/25
Mr. Vincent Ricci	Dispatcher	City Clerk's	replacing Mr. Bob Patrick - promoted	G-3	\$10.274 per hour	87/05/23
Mr. Patrick Tompkins	Foreman III (Districts)	Public Works	replacing Mr. George Nikolica - resigned	13-C	\$26767.00 per annum	87/06/08
Mr. Brian Vukmanich	Street Sweeper Operator	Public Works	replacing Mr. S. Capostagno - promoted	D-9	\$11.402 per hour	87/05/05
Mr. James Wallace	Assistant Traffic Signal Technician	Traffic	new position	B-8	\$530.83 per week	87/05/11

Prepared 1987 June 08

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM PERMANENT POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON	LENGTH OF SERVICE	EFFECTIVE DATE
Mr. Patrick Boyle	Garbageman	Public Works	retired	18 years & 11 months	87/06/01
Mrs. Beverley Canzi	Junior Inspection	Building	resigned	15 years	87/05/01
Mr. Karl Gottschalt	Garbageman	Public Works	retired	31 years & 7 months	87/05/18
Mr. Joel Hines	Operations Engineer	Central Utilities Plant Division of H.E.C.F.L.	resigned	1 year & 9 months	87/05/22
Mr. Frank Ludwig	Hydraulic Backhoe Operator	Public Works	resigned	1 year & 10 months	87/06/08
Mr. George Nikolica	Foreman III (Districts)	Public Works	resigned	10 years & 1 month	87/05/11
Mrs. Laurie O'Neal	Receipts Clerk II	Parking Authority	resigned	5 years & 4 months	87/05/02
Mr. F. Ricciardone	Concrete Finisher & Labourer	Public Works	retired	15 years	87/05/29

THE CORPORATION OF THE CITY OF HAMILTON
APPOINTMENTS TO TEMPORARY POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON HIRED	SALARY SCHEDULE	RATE	EFFECTIVE DATE
Ms. Susan Biasutti	Administrative Assistant III (temporary)	Traffic	replacing Mrs. C. Buchackert - promoted	P	\$23300.16 per annum	87/05/25
Mr. John Bowker	Traffic Serviceman II (temporary)	Traffic	replacing Mr. M. Ormond - promoted (was replacing W. Baswick L.T.D.)	A-3	\$379.13 per week	87/05/19
Mr. Donald Boyter	Motor Mechanic (sick relief)	Central Garage Division of Public Works	replacing Mr. Joe Gattozzi - L.T.D.	D-17	\$13.347 per hour	87/05/19
Ms. Colleen Cullen	Stenographer I (temporary)	Fire	replacing Mrs. K. Crone - maternity leave	E-5	\$406.37 per week	87/05/06
Ms. Maryann de Gooyer	Stenographer III (temporary)	Public Works	replacing Ms. J. Dodman - temporarily prom.	E-3	\$348.03 per week	87/06/08
Ms. Jeannie Dodman	Counter Clerk (temporary)	Public Works	replacing Mrs. A. Pirkas - maternity leave	A-3	\$379.13 per week	87/06/08
Ms. Sheila Gauthier	Stenographer I (temporary)	Traffic	replacing Miss S. Biasutti - temporarily prom.	E-5	\$391.22 per week	87/05/25
Ms. Sandra Tucker	Building Inspector	Building	replacing Mr. Rae Ilton - off sick	A-12	\$565.50	87/06/08

Prepared 1987 June 08

THE CORPORATION OF THE CITY OF HAMILTON
TERMINATIONS FROM TEMPORARY POSITIONS

NAME	CLASSIFICATION	DEPARTMENT	REASON	LENGTH OF SERVICE	EFFECTIVE DATE
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NO TERMINATIONS FROM TEMPORARY POSITIONS AT THIS TIME

SCHEDULE "C"

THIS MEMORANDUM OF AGREEMENT MADE THIS 12th DAY OF JUNE, 1987

BETWEEN THE NEGOTIATING COMMITTEES OF:

THE CITY OF HAMILTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 167 (HISTORICAL SITES UNIT)

- I The parties agree to the terms of this Memorandum of Agreement as constituting full settlement of all matters at issue between the parties.
- II The undersigned representatives of the parties agree to recommend, unanimously, acceptance of all the terms of this Memorandum of Agreement to their respective principals.
- III The parties agree that the terms of the Collective Agreement shall be February 1, 1987 to January 31, 1989.
- IV The parties agree that all provisions of the Collective Agreement covering the period February 1, 1985 to January 31, 1987 shall continue in effect as amended by the following provisions.
- V The Collective Agreement shall be amended in accordance with the following and such amendments shall become effective upon ratification by both parties whose appropriate officers have appended their signatures hereto, save and except where this Memorandum of Agreement specifically provides otherwise.

The following are the amendments referred to in item V above:

ARTICLE 4 - STANDARD HOURS OF WORK

- (1) Replace 4.2 with the following sentence:

The Employer shall post work schedules at least one week prior to the work week. Should changes become necessary, the Employer will give the employee notice of such changes of not less than two (2) working days except in emergency situations. Emergency situations shall include but not be limited to elimination or reduction of posted hours as result of a group calling in the day before a scheduled tour either to cancel the tour or to reduce the numbers of visitors.

Employees who are not able to work their scheduled hours must notify the Employer immediately after the posting of the schedule.

- (2) Amend 4.5 as follows:

Each employee covered by this agreement is to be allowed a fifteen (15) minute period at the commencement and end of each shift for preparation (i.e. dressing, opening/closing building).

ARTICLE 9 - LEAVE OF ABSENCE

- (1) Add the following words "Conventions or other Union business not" to 9.1 so that it reads as follows:

Employees requesting time off for the purpose of attending Labour Conventions or other Union business not connected with this agreement. . .

- (2) Replace 9.2 with the following:

An employee shall be granted up to three (3) of his/her regularly scheduled consecutive work days leave of absence without loss of pay or benefits in the event of the death of his/her spouse, common-law spouse, child, parent, foster or adoptive parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild.

Such bereavement leave shall be taken at the time of such bereavement or at the time the employee receives notification of such bereavement. Proof of bereavement may be required by the Director of Human Resources.

In order to receive paid leave the employee must have worked his/her regularly scheduled day before or regularly scheduled day after, provided that an employee granted leave without pay for compassionate purposes within two (2) weeks prior to death shall not lose benefits under this clause.

It is understood that should bereavement occur during a period of time where an employee has less than three regularly scheduled consecutive work days the employee will be eligible for only the number of days regularly scheduled for bereavement leave purposes.

(3) Replace 9.8 with the following:

Maternity leave shall be granted on the conditions as set out in the Employment Standards Act of the Province of Ontario except that the duration of such leave as provided for in the Act, may, upon medical certification, be extended for an additional nine (9) weeks following birth.

The Employer will grant adoption leave without pay under the same conditions that apply to maternity leaves.

ARTICLE 10 - PROMOTION AND REDUCTION OF STAFF

Alter the posting time referred to in 10.1 to ten (10) working days.

(2) Effective January 1, 1988, replace 10.2 with the following:

When vacancies occur in a higher or lower classification the senior applicant shall be awarded the positions provided he/she meets the requirements of the job description. Job descriptions shall not be created in a discriminatory manner.

The parties agree to review job descriptions prior to January 1, 1988.

Add a letter of intent that educational requirements shall not be the sole determining factor in denial of a promotion.

- (3) Replace the second and third sentences of 10.3 with the following:

In the event of a temporary transfer to a position outside the bargaining unit, the employee shall retain seniority within this bargaining unit for a period of up to six (6) months. During this six (6) month period the employee shall pay union dues to both units, as may be applicable. The employee shall have the right to return to his/her former positions in the bargaining unit at any time during the six (6) month period with full seniority. Thereafter the employee's seniority within this unit will cease.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority.

An employee who requests to be returned to his/her former position shall not prejudice his/her applications for future promotions or transfers.

- (4) Delete 10.7.
- (5) Amend the time frames in 10.8 to working days.

ARTICLE 11 - SENIORITY

- (1) Add the following as 11.4:

An employee who has not been in receipt of pay for work performed for a period of thirty (30) months shall have his/her name removed from the payroll of the Employer at the end of the thirty (30) month period.

ARTICLE 14 - GRIEVANCE PROCEDURE

- (1) Replace Article 14 with the following:

14.1 Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

14.2 In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.

14.3 STEP ONE: The employee and the Union Steward shall present the grievance in writing to the employee's Supervisor within ten (10) working days of the origin of the grievance.

Within three (3) working days of the written submission a meeting with the grievor, Steward and Supervisor will occur to attempt to resolve the grievance.

The Supervisor shall respond within three (3) working days of the meeting.

14.4 STEP TWO: Failing a satisfactory settlement at Step One, the Chairperson of the Grievance Committee shall submit the written grievance to the employee's Department Head within ten (10) working days of the response in Step One.

The Department Head, or his/her designate, will meet with the Grievance Committee, the grievor, and the Steward if necessary, within ten (10) working days of the receipt of the grievance. The Department Head, or his/her designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Department Head, or his/her designate denies the grievance, he/she shall state the reasons in writing.

14.5 STEP THREE: Failing a satisfactory settlement at Step Two the Chairperson of the Grievance Committee shall submit the written grievance to the Director of Human Resources within ten (10) working days of receipt of the response of the Department Head or his/her designate.

The Director of Human Resources, or his/her designate and the Chief Administrative Officer, or his/her designate, will meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of receipt of the grievance. The Director of Human Resources, or his/her designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Director of Human Resources, or his/her designate, denies the grievance, he/she shall state the reasons in writing.

14.6 Where the dispute involves:

(a) the question of general application of or interpretation of the provisions of this Agreement, or

(b) a group of employees, or

(c) the suspension or dismissal of any employee or group of employees

the grievance may be submitted by the Chairperson of the Grievance Committee to the Department Head at Step Two.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two employees as representatives of all the affected employees at any and all hearings held in conjunction with the grievance or grievances.

14.7 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 15 within thirty (30) calendar days of the receipt of the Director of Human Resources response.

14.8 The Employer recognizes the President of the Union, or his/her constitutional replacement as a member of the Grievance Committee.

14.9 Where the grievance referred to in 14.1 relates to a job posting in a section or department other than the one the employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.

ARTICLE 15 - ARBITRATION CLAUSE

(1) Retitle this article, replace 15.1, 15.2 and 15.3 with the following and renumber the remainder of the Article.

ARBITRATION PROCEDURE

15.1 Where a dispute arises in respect of any of the matters covered by this Agreement, including

(a) the interpretation, application, or administration of this Agreement, or

(b) whether a matter is arbitrable, or

(c) where an allegation is made that this Agreement has been violated, and

if a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration.

The Board of Arbitration may consist of a single Arbitrator, or by joint agreement of the parties, may constitute a three person Board of Arbitration.

15.2 SINGLE ARBITRATOR - Either of the parties is, in such an event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single Arbitrator the appointment of a single Arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

15.3 BOARD OF ARBITRATION - Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall, within seven (7) calendar days appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairperson of the Board. If, within ten (10) days, the two members have not reached agreement the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.

15.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own Arbitrator and shall bear equally the cost of the Chairperson and the arbitration proceedings.

ARTICLE 20 - MILEAGE ALLOWANCE

20(i) Replace the entire article with the following:

TRAVEL ALLOWANCE AND BUSINESS INSURANCE

20.1 Travel allowance shall be paid only under the following conditions:

(a) the employee is authorized and directed to use his/her vehicle for the Employer's business, and

(b) the employee has presented proof that his/her automobile insurance has been endorsed for business purposes.

20.2 When an employee proves proof as noted in 20.1 (b) the Employer will reimburse the employee up to a maximum of \$100.00 per calendar year (\$150.00 in 1988). For new employees this amount will be paid only upon completion of the probationary period.

20.3 The rate paid per kilometer driven on the Employer's business will be the rate utilized by the Garage of the City of Hamilton.

ARTICLE 24 - SICK LEAVE, PENSION AND GROUP MEDICAL AND HOSPITALIZATION PLANS

(1) Amend clause 24.1 so that the annual percentage in lieu of benefits shall be altered from 6% to 12% effective January 1, 1988.

(2) Add a clause that as follows:

In the event an employee is required to participate in the OMERS pension plan under OMERS regulations he/she shall be enrolled. The Employer shall make the Employer's required contributions and the employee shall receive 6% in lieu of benefits rather than the 12% noted in clause 24.1

ARTICLE 25 - DURATION OF AGREEMENT

25.1 Renew agreement for period February 1, 1987 to January 31, 1989.

ADDITIONAL ITEMS

- (1) Add letter of intent to indicate that this agreement is to be added to the Local 167 agreement with the City of Hamilton as an appendix with the purpose being to integrate this agreement where appropriate.
- (2) Replace the masculine gender with his/her and he/she throughout the agreement.
- (3) Replace Corporation and City of Hamilton with Employer.
Replace Director of Personnel with Director of Human Resources.
Replace Personnel Department with Human Resources Centre.
- (4) Add letter of intent to provide for discussions in the forthcoming contract year regarding the concept of flexible benefit plans.
- (5) Add letter of intent to initiate joint job evaluation with the following issues to be addressed:

Pay Equity legislation
Plan design
Job Evaluations
1% of the annual salary costs are to be applied towards the upgrading of the positions as identified in the job evaluation programme effective June 1, 1988.

SCHEDULE "A"

(1) Amend Schedule "A" as follows:

Position		Feb 1/87	Sept 1/87	Feb 1/88
Assistant Head	1st year	\$6.825	\$7.075	\$7.575
Historical Interpreter	2nd year	\$7.034	\$7.284	\$7.784
Demonstrator	3rd year	\$7.232	\$7.482	\$7.982
Historical Interpreter	1st year	\$6.069	\$6.319	\$6.819
Shop Clerk	2nd year	\$6.244	\$6.494	\$6.994
Monitor - Admissions	3rd year	\$6.418	\$6.668	\$7.168

Signed at Hamilton, Ontario this 17th day of June, 1987.

George Horne

for

C. J. Tordella

Barbara J. Tordella

W. F. B.

REPORT OF THE FINANCE COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its Tenth Report for 1987 and respectfully recommends:

1. That the City Clerk be authorized and directed to extend the City's liability insurance coverage for a 60 day period.

Note: Staff have been directed to investigate and report back to the Finance Committee on the feasibility and desirability of entering into a pooling arrangement with other municipalities for liability insurance coverage.

2. That a purchase order be issued to Smithco Electric, Hamilton, in the amount of \$15 650 including all applicable taxes, to supply and install a Fire Alarm System at City Hall in accordance with specifications issued by the Manager of Purchasing and Vendor's quotation.

Note: Lowest evaluated of six (6) quotations received. The lowest quotation received does not meet specifications. The lowest quotation received that does meet specifications did not include the Canadian Content form. The next lowest bidder's evaluated bid, which includes Canadian Content is being recommended. The net additional cost, because of the Canadian Content Policy's implementation, is \$150. Funds have been provided in Replace Fire Alarm Panel, City Hall Account #0408-E65202.

3. (a) That an Offset machine, that is eighteen (18) years old, used in the Printing operation, be replaced through the Depreciation process.
- (b) That a purchase order be issued to AM International, Burlington in the amount of \$13 866.25 plus 7% Provincial sales tax for the supply and delivery of one (1) Multilith Offset Press in accordance with specifications issued by the Manager of Purchasing and Vendor's proposal.

Note: Lowest of four (4) proposals received. Funds provided in Reserve for Motorized Equipment Account #0280-31.

4. That a purchase order be issued to ITT Servcom, Mississauga, for the maintenance of Micro Computer Terminals, Printers and related devices leased on the following unit prices (excluding Provincial sales tax).

		<u>Rate Per Month</u>
Compucorp 795	Word Processor (hard disk)	\$145.00
Compucorp 785	Word Processor (hard disk)	125.00
Compucorp 745	Slave terminal	33.30
Compucorp 808	Word Processor	83.30
Compucorp 735	Print server	33.30
Compucorp UL-1	Communications link	23.30
Compucorp OA 3200	File server	549.06
C.Itoh F10/55	Printer	25.00
C.Itoh F10/40	Printer	20.83
C.Itoh CI 3500	Printer	115.00
Diablo 630	Printer	27.16

Note: These prices are the same prices which were in effect in 1986. Only known supplier for servicing Compucorp equipment. Funds provided in Equipment Maintenance Account #0323-2931.

5. (a) That a contract be awarded to Skylight Window Cleaning Company to wash windows at various Civic Buildings, including City Hall for a period ending 1988 December 31 with an option in favour of the City to extend for a second term ending 1991 December 31, at the following rates:

	<u>First Term Ending December 31, 1988</u>	<u>Second Term Ending December 31, 1991</u>
Various Civic Buildings	\$43 087.15	\$69 096.58
City Hall	27,737.15	44 962.23

- (b) That an agreement satisfactory to the City Solicitor be entered into between the City and the successful bidder.

Note: Only acceptable tender received. Funds provided in Various Accounts.

6. That location number nine "south west corner of James and Wilson (York Boulevard)" in the lease for advertising locations with Mediacom Incorporated as approved by City Council on 1987 February 24 be terminated as of 1987 July 16.

Note: On Tuesday, 1987 February 24, City Council approved the lease for 11 advertising locations to Mediacom Incorporated. Location number nine for the three face poster panel on the south west corner of James and Wilson (now York Boulevard) is to be terminated as of 1987 July 16 due to the sale of City lands to Cadillac Fairview.

7. That the claims of Laura Theresa Duffy and Joseph David Duffy against the City be settled in the amount of \$2 000 inclusive of interest and costs, (exclusive of property damage already paid.)

Note: On 1985 December 9, Joseph David Duffy was operating a motor vehicle owned by his mother, Laura Theresa Duffy, on Walter Avenue when the road gave way. He suffered injury to his head and neck. Damage to the vehicle was in the amount of \$1 208.40 which has already been paid by the City.

8. That in accordance with City Council policy established 1981 September 29, by item 8 of the Eighteenth Report of the Finance Committee, whereby Veterans' Clubs may submit applications for tax exemptions on the basis of need, and that the exemption to be granted would not exceed the lessor of the actual operating deficit or the municipal portion of the taxes:
- (a) a tax exemption be granted to the Hamilton Naval Veterans' Association, 108 Parkdale Avenue North, in the amount of \$2 488.67, which is the municipal portion of the 1985 taxes and is the lessor of the actual deficit for 1985 or the portion of the taxes.
 - (b) that the exemption amount of \$2 448.67 be charged to Account #0378-0490 provided in the 1987 Estimates.
9. (a) That the current Government Term Lease Agreement (GTLA) with IBM Canada Limited be terminated effective 1987 June 30 and replaced with a lease agreement with Scott Computer Leasing Inc. of Mississauga, Ontario at the following rates (the lowest "Net Present Value" cost of 13 proposals received):

<u>Current GTLA Lease</u>	<u>Appropriate Value</u>	<u>Term</u>	<u>Monthly Rate/\$1 000</u>
36, Computer Terminals	\$60 000	24 Months	\$34.75
36, Computer Terminals	\$75 000	36 Months	\$27.35
15, Computer Terminals	\$41 000	48 Months	\$23.41
1, Model 4245 System 1200 Line/Minute Printer	\$35 500	36 Months	\$25.41

Note: This represents the reassignment of leases for equipment installed in 1984 and 1985. This reassignment of leases will save a minimum of \$19 500 per year in monthly leasing costs.

The Scott leasing proposal is subject to Scott reassigning the equipment at the end of the lease or, alternatively, the City continuing the lease for a further 10 months. However our experience has been that Scott has always successfully reassigned equipment at the end of lease. Either way, substantial savings will still result from the transfer of the IBM lease to Scott Leasing.

- (b) That the leasing services of Scott Computer Leasing Inc. of Mississauga, Ontario be used for the Corporation's microcomputer leasing requirements for 1987, or until such time as leasing proposals are retendered, whichever occurs first.

Microcomputer lease rates shall be in accordance with Scott Computer Leasing's proposal of \$29.50 per \$1 000 per month for 36 months, (the lowest "Net Present Value" cost of 14 proposals received).

- (c) That agreements pursuant to (a) and (b) be in a form satisfactory to the City Solicitor.

10. (a) That the acquisition of microcomputer workstations, printers and related devices be in accordance with the following:

<u>Description</u>	<u>Supplier</u>	<u>Bid</u>	<u>Comment</u>
IBM-AT* (alternative) with monochrome monitor	Ahvro Computers	\$ 3 724	Lowest of 12 proposals
IBM-AT* (alternative) with monochrome monitor	Ahvro Computer	\$ 39/ month maint.	Lowest of 9 acceptable proposals
IBM-AT* (alternative) with colour monitor	Ahvor Computers	\$ 3 959	Lowest of 12 proposals
Compaq 386 with colour monitor	Hamilton Sales	\$12 421	Lowest of 6 acceptable proposals
Compaq 40 megabyte Backup unit	Hamilton Sales	\$ 945	Lowest of 6 acceptable proposals

AST 1 megabyte memory expansion	Ahvor Computers	\$ 158	Lowest of 10 proposals
IRMA 3274 Communications Board	Scott Leasing	\$ 1 275	Lowest of 11 proposals
C.Itoh F10/40 Printer	Hamilton Sales	\$ 1 129	Lowest of 12 proposals
C.Itoh F10/55 Printer	Schamsmatic Systems	\$ 1 475	Lowest of 12 proposals
Rolland 1215 Matrix Printer	Hamilton Sales	\$ 665	Lowest of 12 proposals
Rolland 1515 Matrix Printer	Hamilton Sales	\$ 800	Lowest of 11 proposals

11. That the additional cost of \$33 000 to add two Planner III positions on a six-month contract basis within the Development Division of the Planning and Development Department be financed from within the existing budget of the Planning Department by generating savings through delay or elimination of a programme or programmes, and/or identifying savings within another department reporting to the Planning and Development Committee.
12. (a) That a balance of \$1 100 000 (up to the present balance) be maintained for the Reserve for Emergency Snow Removal (Account No. 0280-29).
- (b) That a balance of \$2 500 000 be maintained for the Reserve for Property Purchases (Account No. 0280-02).
- (c) That a balance of \$1 500 000 be maintained for the Reserve for Uninsured Losses (Account No. 0280-36).
- (d) That the name of Reserve for Group Life Insurance (Account No. 0280-52) be changed to Reserve for Long Term Disability Plan to reflect the proper usage of the fund.
- (e) That the Finance Committee retain the jurisdiction over the expenditure of all reserves and reserve funds with the exception of those that are related to capital projects and local boards which are the responsibility of the Executive Committee.

13. That the following recommendations outlined in columns 5 and 6 with respect to the Grant Appeals to the Finance Committee, resulting in an additional grant amount of \$7 420 be approved:

APPLICANT	REQUESTED AMOUNT	PREVIOUS COUNCIL AMOUNT	RECOMMENDATION CATEGORY	APPEAL AMOUNT	CATEGORY	DIFFERENCE (5-3) (7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
First Place Hamilton	10,720	4,000	Sunset	No Change	Appeal Referred to Regional Social Services	
McMaster Symphony Orchestra	7,000	4,400	Sunset	\$6,560	Traditional	2,160
Ensemble Sir Ernest MacMillan	6,000	4,000	Fixed	5,000	Fixed	1,000
Hamilton Summer Youth Orchestra	1,000	40	Fixed	300	Fixed	260
Child Find Ontario Inc.	4,500	Denied		No Change	Appeal Referred to Regional Social Services	
World Within MacDonald	2,500	Denied		1,000	One Time	1,000
Toy Town Troupers	4,000	Denied		3,000	Traditional	3,000

Note: \$1,000 to be given as a grant and \$2,000 to be used as a purchase of service.

- * 14. (a) That the following recommendations applicable to these previously tabled General Grant requests be approved and funded from the Unallocated Grant Funds:
- (i) a One-Time grant in the amount of \$500 to the Steel City Football Association;
 - (ii) a Traditional grant in the amount of \$500 to the West Hamilton Youth Soccer Club.

Proposed Amendment Lost
Recorded Vote, See Page

- (b) That the following recommendations applicable to these recent General Grant requests be approved and funded from the Unallocated Grant Funds:
 - (i) a One-Time grant in the amount of \$500 to the Hamilton All Star Jazz Band;
 - (ii) a One-Time grant in the amount of \$500 to the Blessed Sacrament Basketball House League;
 - (iii) a fixed grant in the amount of \$500 to the Catholic Family Services - Handicapped Adults;
 - (iv) a One-Time grant in the amount of \$300 to the Native Indian/Inuit Photographers Association.
- (c) That the following Convention/Reception Grants be approved and funded from the Unallocated Convention/Reception Grant Funds:
 - (i) in the amount of \$1 000 to the Hamilton Minor Hockey Association;
 - (ii) in the amount of \$300 to the Pilipino-Canadian Association of Hamilton;
 - (iii) in the amount of \$300 to the Adult Basic Education Association.
- (d) That the following grant requests be denied:
 - (i) Fundamental Approach Towards Employment;
 - (ii) Hamilton Regional Indian Centre.
- (e) That consideration be given to allocate \$3 000 of the 1988 Grant Budget for the 1988 Provincial and Canadian Karate Championships.
- (f) That the request from the University of Toronto to financially assist a five year Research Program on the Control of termites in the amount of \$25 000 for 1987 and \$5 000 each year for four years 1988 to 1991 for a total contribution of \$45 000 be approved and that these funds be provided from surplus funds from the 1985/86 Termite Loan Program.

Respectfully Submitted,

Susan K. Reeder
Acting Secretary
1987 June 16

P. O. VALERIANO, CHAIRMAN
FINANCE COMMITTEE

REPORT OF THE FINANCE COMMITTEE

To the Corporation of the City of Hamilton.

Members of Council:

The Finance Committee presents its ELEVENTH Report for 1987 and respectfully recommends:

- *1. The Ontario Municipal Board in a decision dated 1987 June 8, allowed an assessment appeal by Dofasco Inc. reducing Dofasco's overall assessment by 10%. This will be a loss of tax revenue to the City of approximately \$5 690 000. affecting the taxation years 1983, 1984, 1985, 1986 and 1987 and approximately \$1 636 000. on a yearly basis thereafter. The Regional Assessment Commissioner No. 19 has retained Mr. George Yates, Q.C., Barrister and Solicitor, to appeal this decision and it is recommended that he be authorized to appeal this decision on behalf of the City as well. Mr. Yates' account in that regard will be paid for by the office of the Regional Assessment Commissioner No. 19.

Respectfully submitted,

P. O. VALERIANO, CHAIRMAN
FINANCE COMMITTEE

*Recorded Vote, See Page

REPORT OF THE CITY OF HAMILTON LICENSING COMMITTEE

To the Council of the Corporation of the City of Hamilton.

Members of Council:

The City of Hamilton Licensing Committee presents its **FIFTH** Report for 1987 and respectfully recommends:

1. That the City of Hamilton Cab Driver's Licence No. 4132 held by Kenneth Harris, 175 Adair Avenue North, be suspended for six months.

NOTE: For the information of Members of City Council:

This matter was referred back by City Council at its meeting held May 26, 1987 in order that Mr. Harris could appear with legal counsel to represent him. A new hearing was held by the Licensing Committee on June 11, 1987. After considerable debate, the Committee was of the opinion that a six months' suspension be imposed for his recent conviction under the Liquor Licence Act, which involved the use of a taxicab. Additional information can be obtained from the Committee Secretary.

Respectfully submitted,

ALDERMAN P. VALERIANO
CHAIRMAN

S. J. Dembe, Secretary
June 11, 1987

REPORT OF HIS WORSHIP MAYOR ROBERT M. MORROW

To the Council of the Corporation of the City of Hamilton

Members of Council:

The Mayor presents his **THIRD** Report for 1987 and respectfully recommends:

1. For the information of the members of City Council, the following citizen member has been appointed to serve on the Mayor's Race Relations Committee for the duration of this Council's term of office:

Rolland Nadjiwon
(replacing Mr. Walter Cooke as
representative of the Hamilton
Regional Indian Centre

Respectfully submitted

Robert M. Morrow
Mayor

S. Glover, Secretary
Mayor's Race Relations Committee

1987 June 4



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